# **EXHIBIT F**



### Auto Dealers Policy Change of Coverage Endorsement

Policy Number	ACP GPA 30 3 7247293				
Named Insured	AIM LEASING COMPANY				
& Mailing Address	- SEE NAMED INSURED SCI	HEDULE			
	1500 TRUMBULL AVE				
	GIRARD, OH 44420-3453				
Policy Period: From	08/01/2018 To	o: 08/01/2019	12:01 A.M.	Effective Date of This Er	ndorsement:
Agent COTTING	HAM & BUTLER INSURANCE		#13-33739	12/03/2018	12:01 A.M.
Address DUBUQUE	E, IA 52004-0028				

(The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of said policy unless otherwise stated herein. Nothing herein contained shall beheld to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

IN CONSIDERATION OF

**ITEM TWO** 

An additional premium of \$ 0.00

A reduction in premium of \$

It is agreed that ITEM TWO of the Declarations is amended **x** to read to include as follows:

THIS DEC PAGE REFLECTS THE CURRENT LIMITS AND PREMIUMS OF YOUR POLICY FOR ALL CHANGES THROUGH 06/01/2019. ADDED NAMED INSURED - 45 CHERRY HILL COURT III

SCHEDULE OF COVERAGES AND COVERED AUTOS

covered "autos." "Autos" are shown	as covered "autos" for a partic	cular coverage by the entry of one	each of these coverages will apply only e or more of the symbols from the CO TY provides coverage for "auto dealer	VERED AUTOS section of
COVERAGES	COVERED AUTOS (Entry of one or more symbols from the COVERED AUTOS Section of the Auto Dealers Coverage Form shows which autos are covered autos)	THE MOST WE W	LIMIT VILL PAY FOR ANY ONE ENT OR LOSS	PREMIUM
LIABILITY "Auto Dealer Operations"	21	Each "Accident" - Covered "Auto Each "Accident" - General Liabil Aggregate - General Liability On	ity Only \$ 1,000,000 nly \$ 3,000,000	\$
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)	25	Separately stated in each P.I.P. Minus \$ Deductible	Endorsement	\$.
Added P.I.P. (or equivalent No-Fault Coverage)		Separately stated in each P.I.P. Minus \$ Deductible		\$
MEDICAL PAYMENTS	22	\$ 5,000		\$
UNINSURED MOTORISTS	23,26,28,29	\$ 75,000		\$
UNDERINSURED MOTORISTS (When not included in uninsured motorists coverage)	23,26,28,29	\$ 75,000		\$
	23,26,28,29	\$ 75,000	-	\$
GARAGEKEEPERS COMPREHENSIVE	30			\$
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM FIVE		\$
GARAGEKEEPERS COLLISION COVERAGE	30			\$
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE				\$
PHYSICAL DAMAGE SPECIFIED		SEE ITEM SIX		\$
CAUSES OF LOSS COVERAGE				
PHYSICAL DAMAGE INSURANCE				\$
COLLISION COVERAGE FORMS AND ENDORSEMENTS CONTAI	NED IN THIS BOLLOV AT ITS INC	PEDTION	PREMIUM FOR ENDORSEMENTS	\$
	NED IN THIS FOLIOT AT HS INC	LI TION	ESTIMATED TOTAL PREMIUM	\$
SEE FORM AD3522			LOTHING TO THE TREMION	Ψ

Signature of Authorized Representative

POAMEND (03-16) 00 COPY

**COMMERCIAL AUTO** AD 35 22 03 16

#### NAMED INSURED SCHEDULE

AIM LEASING COMPANY - DBA AIM NATIONALEASE FLEMING LEASING I 45 CHERRY HILL COURT 45 CHERRY HILL COURT II FLEMING LEASING LLC AIM LEASING CO - DBA AIM TRANSPORTATION SOLUTIONS 45 CHERRY HILL COURT III

#### JOB TICKET

#### **APPLICATION INFORMATION**

**Job Name / Policy No:** ACP3037247293

**Application:** GARAGE ADDENDUM

**Sent by:** From CLPC – Kimberly Barton

**Process Date:** 06/19/2019

Pkg. Count \_\_1\_

**Place Tracking Label Here** 

#### **FINISH INFORMATION**

**Instructions:** Please mail all attached copies to the Agent.

PRINT:  $TRACK JOB IN --- PRINT \rightarrow DELIVER TO STAGING$ 

STAGING: Deliver to **AGENT MAIL (IC) ZONE 34,** for Garage Processing

### REPRINTS / QUESTIONS - Please contact name listed above in the 'Sent By' field.

### TRACKING INFORMATION

Job Name

\* 3 7 2 4 7 2 9 3 \*

**Account Code** 

\* 9 3 1 0 0 5 0 0 1 \*

**PWS2 Template** 

\* 5 2 3 3 \*

### 

### **Job Ticket Field Descriptions**.

**Job Name / Policy No.** This field will the **policy number**. It will also server as the Job Name that will be used for tracking in PWS.

**Application**: GARAGE ADDENDUM (will not change)

**Sent By:** Person sending the request, contact information

**Process Date:** Date the job was sent to VPOM. (filled in by person creating the job.)

Pkg. Count: Used for tracking. Will always be '1'.

**Instructions:** This area will contain the instructions needed by Policy Assembly to merge the garage policy section with the

commercial policy.

**Barcoded Fields** 

**Job Name** Type in the <u>last 8 characters</u> of the Policy Number. Be sure to leave the leading and trailing asterisk (\*) on the policy

number.

**Account Code** Disbursement Code (will always be \*931005001\*)

**PWS2 Template** PWS2 assigned template ID. (will always be \*5233\* for Assembly jobs).

### **AGENT COPY**

14-33739

COTTINGHAM & BUTLER INSURANCE PO BOX 28 DUBUQUE, IA 52004-0028

### Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 7 of 560



ITEM TWO

#### **Auto Dealers Policy** Change of Coverage Endorsement

Policy Number ACP GPA 30 3 7247293				
Named Insured AIM LEASING COMPANY				
& Mailing Address - SEE NAMED INSURED SCHEDULE				
1500 TRUMBULL AVE				
GIRARD, OH 44420-3453				
Policy Period: From 08/01/2018 To: 08/01/2019 12:01 A.M. Effective Date of This Endorser	nent:			
Agent COTTINGHAM & BUTLER INSURANCE #14-33739 06/01/2019 12:0	1 A.M.			
Address DUBUQUE, IA 52004-0028				

(The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of said policy unless otherwise stated herein. Nothing

This endorsement forms a part of the policy to whi	ch it is attached and takes effe	ct as of the	enective (	date of said policy unless otherwise stated herein. Nothing			
herein contained shall beheld to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.							
IN CONSIDERATION OF	An additional premium of	\$ 418.00	)	A reduction in premium of \$			
It is agreed that ITEM TWO of the Declaration	ns is amended	to read	X	to include as follows:			
ADDED LOCATION 218 BILMAR DR PITTSBUR	GH, PA 15205	_		-			

**SCHEDULE OF COVERAGES AND COVERED AUTOS** 

covered "autos." "Autos" are snown the Auto Dealers Coverage Form nex		ular coverage by the entry of one or Entry of a symbol next to LIABILITY			tion
COVERAGES	COVERED AUTOS (Entry of one or more symbols from the COVERED AUTOS Section of the Auto Dealers Coverage Form shows which autos are covered autos)	LIM THE MOST WE WILL ACCIDENT	PAY FOR ANY ONE OR LOSS	PREMIUM	
LIABILITY Auto Dealer Operations"	21	Each "Accident" - Covered "Auto" O Each "Accident" - General Liability O Aggregate - General Liability Only	Only \$ 1,000,000 \$ 3,000,000	\$	
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)	25	Separately stated in each P.I.P. End Minus \$ Deductible	dorsement	- \$	
Added P.I.P. or equivalent No-Fault Coverage)		Separately stated in each P.I.P. Enc Minus \$ Deductible	dorsement	- \$	
MEDICAL PAYMENTS	22	\$ 5,000		\$	
JNINSURED MOTORISTS	23,26,28,29	\$ 75,000		\$	
JNDERINSURED MOTORISTS When not included in uninsured notorists coverage)	23,26,28,29	\$ 75,000		\$	
JMPD	23,26,28,29	\$ 75,000		\$	
GARAGEKEEPERS COMPREHENSIVE	30			\$	
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM FIVE	\$		
GARAGEKEEPERS COLLISION COVERAGE	30			\$	
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE				\$	
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM SIX		\$	
PHYSICAL DAMAGE INSURANCE COLLISION COVERAGE				\$	L
FORMS AND ENDORSEMENTS CONTAI BEE FORM AD3522	NED IN THIS POLICY AT ITS INC		REMIUM FOR ENDORSEMENTS STIMATED TOTAL PREMIUM	\$	

Signature of Authorized Representative

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 8 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRI	EE	LOCAT	ONS WHERE Y	OU CONDUC	T GARAGE OPE	RATIONS				
Location				Addr	ess					
No.				ain business lo	ocation as Location	n No. 1)				
51	2699 E 51st ST CLEV									
52	218 BILMAR DR PITT	8 BILMAR DR PITTSBURGH, PA 15205								
ITEM FOU	 R		LIABILITY C	OVERAGES -	- PREMIUMS					
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium			
	Class I-A Employees Principals	1.00				\$ 100.00	\$			
	Class I-B Employees All Others	0.40	2.00	0.80						
LOC 51	Class I-C Employees Regular Operators	0.60	1.00	0.60	1.40					
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 or over	0.50								
	Class I-A Employees Principals	1.00				\$ 349.00	<b>\$</b> 11.00			
	Class I-B Employees All Others	0.40	10.00	4.00						
LOC 52	Class I-C Employees Regular Operators	0.60	3.00	1.80	5.80					
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 or over	0.50								
	Class I-A Employees Principals					\$	\$			
	Class I-B Employees All Others									
	Class I-C Employees Regular Operators									

TOTAL PREMIUM

Definitions: Class I – Employees

Class II-Non-Employees

Class II-Non-Employees Age 25 and over

Under Age 25

PG 17 OF 1

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

PODEC-1 (03-16) 00 COPY



# Auto Dealer Policy AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE	E GARAGEKEEPERS COVERAGES AND PREMIUMS						
LOCATION No.	Coverages		Limit of Liability For Each Location				
	Comprehensive	\$ 225,000	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"				
050	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.			
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
051	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.			
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
052	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.			
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
				TOTAL PREMIUM			

PAGE 16 of 16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

Ш	EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
	"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
	covers your or any other "insured's" interest or the interest of the covered "auto's" owner.

PRIMARY INSURANCE. If this box is checked; GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a covered "auto" and is primary insurance.

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# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 52	Locations and Operations and Auto Medical Payments Premium equals 2.32 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS						
	Number of Plates	Rate Per Plate	Premium			
Uninsured Motorists			\$			
Underinsured Motorists			\$			
Uninsured Motorists Physical Damage			\$			

### **INSURED COPY**

AIM LEASING COMPANY DBA AIM NATIONALEASE 1500 TRUMBULL AVE GIRARD, OH 44420-3453



**ITEM TWO** 

#### **Auto Dealers Policy** Change of Coverage Endorsement

Policy Number	ACP GPA 30 3 7247293					
Named Insured AIM LEASING COMPANY						
& Mailing Address - SEE NAMED INSURED SCHEDULE						
	1500 TRUMBULL AVE					
	GIRARD, OH 44420-3453					
Policy Period: From	08/01/2018	To: 08/01/2019		12:01 A.M.	Effective Date of This En	dorsement:
Agent COTTING	HAM & BUTLER INSURANC	E		#14-33739	06/01/2019	12:01 A.M.
Address DUBUQUE	E, IA 52004-0028					

(The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of said policy unless otherwise stated herein. Nothing

herein contained shall beheld to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.								
IN CONSIDERATION OF	An additional premium of	<b>\$</b> 418.00		A reduction in premium of \$				
It is agreed that ITEM TWO of the Declarate		to read	X	to include as follows:				
ADDED LOCATION 218 BILMAR DR PITTSBI	JRGH, PA 15205							

**SCHEDULE OF COVERAGES AND COVERED AUTOS** 

COVERAGES	COVERED AUTOS (Entry of one or more symbols from the COVERED AUTOS Section of the Auto Dealers Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
IABILITY Auto Dealer Operations"	21	Each "Accident" - Covered "Auto" Only \$ 1,000,000  Each "Accident" - General Liability Only \$ 1,000,000  Aggregate - General Liability Only \$ 3,000,000	\$
ERSONAL INJURY PROTECTION or equivalent No-Fault Coverage)	25	Separately stated in each P.I.P. Endorsement Minus \$ Deductible	- \$
dded P.I.P. or equivalent No-Fault Coverage)		Separately stated in each P.I.P. Endorsement  Minus \$ Deductible	\$
MEDICAL PAYMENTS	22	\$ 5,000	\$
NINSURED MOTORISTS	23,26,28,29	\$ 75,000	\$
NDERINSURED MOTORISTS When not included in uninsured notorists coverage)	23,26,28,29	\$ 75,000	\$
IMPD	23,26,28,29	\$ 75,000	\$
SARAGEKEEPERS COMPREHENSIVE	30		\$
ARAGEKEEPERS SPECIFIED AUSES OF LOSS COVERAGE		SEE ITEM FIVE	\$
SARAGEKEEPERS COLLISION COVERAGE	30		\$
HYSICAL DAMAGE COMPREHENSIVE COVERAGE			\$
HYSICAL DAMAGE SPECIFIED AUSES OF LOSS COVERAGE		SEE ITEM SIX	\$
HYSICAL DAMAGE INSURANCE			\$

Signature of Authorized Representative

**COPY** POAMEND (03-16) 00

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 13 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRI	EE	LOCATI	ONS WHERE Y		CT GARAGE OPE	RATIONS						
Location				Add								
No.		(list "your" main business location as Location No. 1)										
51		2699 E 51st ST CLEVELAND, OH 44104										
52	218 BILMAR DR PITT	SBURGH	, PA 15205									
ITEM FOU			LIADII ITV O	01/504.050	DDEMUMO							
ITEM FOU	Classes of Operators	Rating	Number		- PREMIUMS Total	Liability	Doroonal Injumy					
	·	Factor	of Persons	Rating Units	Rating Units	Premium	Personal Injury Protection Premium					
	Class I-A Employees Principals	1.00				<b>\$</b> 100.00	\$					
	Class I-B Employees All Others	0.40	2.00	0.80								
LOC 51	Class I-C Employees Regular Operators	0.60	1.00	0.60	1.40							
	Class II-Non-Employees Under Age 25	1.15										
	Class II-Non-Employees Age 25 or over	0.50										
	Class I-A Employees Principals	1.00			5.80	\$ 349.00	\$					
	Class I-B Employees All Others	0.40	10.00	4.00								
LOC 52	Class I-C Employees Regular Operators	0.60	3.00	1.80								
	Class II-Non-Employees Under Age 25	1.15										
	Class II-Non-Employees Age 25 or over	0.50										
	Class I-A Employees Principals					\$	\$					
	Class I-B Employees All Others											
	Class I-C Employees Regular Operators											
	Class II-Non-Employees Under Age 25											
	Class II-Non-Employees Age 25 and over											

Definitions: Class I – Employees PG 17 OF 1

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

PODEC-1 (03-16) 00 COPY



# Auto Dealer Policy AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE	GARAGEKEEPERS COVERAGES AND PREMIUMS						
LOCATION No.	Coverages		Limit of Liability For Each Location				
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDU	ICTIBLE FOR EACH COVERED "AUTO"	\$	
050	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCT EVENT.	TIBLE FOR ALL "LOSS" IN ANY ONE	\$	
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDU	ICTIBLE FOR EACH COVERED "AUTO"	\$	
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDU	ICTIBLE FOR EACH COVERED "AUTO"	\$	
051	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCT EVENT.	TIBLE FOR ALL "LOSS" IN ANY ONE	\$	
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDU	ICTIBLE FOR EACH COVERED "AUTO"	\$	
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDU	ICTIBLE FOR EACH COVERED "AUTO"	\$	
052	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.		\$	
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDU	ICTIBLE FOR EACH COVERED "AUTO"	\$	
	•				TOTAL PREMIUM	\$	

PAGE 16 of 16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

Ш	EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
	"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
	covers your or any other "insured's" interest or the interest of the covered "auto's" owner.

PRIMARY INSURANCE. If this box is checked; GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a covered "auto" and is primary insurance.

### Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 15 of 560



# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 52	Locations and Operations and Auto Medical Payments Premium equals 2.32 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS							
	Number of Plates	Rate Per Plate	Premium				
Uninsured Motorists			\$				
Underinsured Motorists			\$				
Uninsured Motorists Physical Damage			\$				

#### JOB TICKET

#### **APPLICATION INFORMATION**

**Job Name / Policy No:** ACP3037247293

**Application:** GARAGE ADDENDUM

**Sent by:** From CLPC – Kimberly Barton

**Process Date:** 06/19/2019

Pkg. Count \_\_1\_

**Place Tracking Label Here** 

#### **FINISH INFORMATION**

**Instructions:** Please mail all attached copies to the Agent.

PRINT:  $TRACK JOB IN --- PRINT \rightarrow DELIVER TO STAGING$ 

STAGING: Deliver to **AGENT MAIL (IC) ZONE 34,** for Garage Processing

### REPRINTS / QUESTIONS - Please contact name listed above in the 'Sent By' field.

### TRACKING INFORMATION

Job Name

\* 3 7 2 6 7 2 9 3 \*

**Account Code** 

\* 9 3 1 0 0 5 0 0 1 \*

**PWS2 Template** 

\* 5 2 3 3 \*

### Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 17 of 560

### **Job Ticket Field Descriptions**.

**Job Name / Policy No.** This field will the **policy number**. It will also server as the Job Name that will be used for tracking in PWS.

**Application**: GARAGE ADDENDUM (will not change)

**Sent By:** Person sending the request, contact information

**Process Date:** Date the job was sent to VPOM. (filled in by person creating the job.)

Pkg. Count: Used for tracking. Will always be '1'.

**Instructions:** This area will contain the instructions needed by Policy Assembly to merge the garage policy section with the

commercial policy.

**Barcoded Fields** 

**Job Name** Type in the <u>last 8 characters</u> of the Policy Number. Be sure to leave the leading and trailing asterisk (\*) on the policy

number.

**Account Code** Disbursement Code (will always be \*931005001\*)

**PWS2 Template** PWS2 assigned template ID. (will always be \*5233\* for Assembly jobs).

### **AGENT COPY**

14-33739

COTTINGHAM & BUTLER INSURANCE PO BOX 28 DUBUQUE, IA 52004-0028



### Auto Dealers Policy Change of Coverage Endorsement

Policy Number	ACP GPA 30 3 7247293					
Named Insured	AIM LEASING COMPANY					
& Mailing Address	- SEE NAMED INSURED SCH	HEDULE				
	1500 TRUMBULL AVE					
	GIRARD, OH 44420-3453					
Policy Period: From	08/01/2018 To	o: 08/01/2019	12:01 A.M.	Effective Date of This En	ndorsement:	
Agent COTTING	HAM & BUTLER INSURANCE		#14-33739	04/29/2019	12:01 A.M.	
Address DUBUQUE	E, IA 52004-0028					

(The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of said policy unless otherwise stated herein. Nothing herein contained shall beheld to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

IN CONSIDERATION OF

An additional premium of \$ 162.00

A reduction in premium of \$

It is agreed that ITEM TWO of the Declarations is amended

to read

X

to include as follows:

THIS DEC PAGE REFLECTS THE CURRENT LIMITS AND PREMIUMS OF YOUR POLICY FOR ALL CHANGES THROUGH 05/01/19. ADDED LOCATION 2699 E 51st ST CLEVELAND, OH 44104

#### ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Auto Dealers Coverage Form next to the name of the coverage. Entry of a symbol next to LIABILITY provides coverage for "auto dealer operations."

			TIT Provided developed for dute dealer t	- p - 0 - 0	
COVERAGES	COVERED AUTOS (Entry of one or more symbols from the COVERED AUTOS Section of the Auto Dealers Coverage Form shows which autos are covered autos)	THE MOST WE W	LIMIT /ILL PAY FOR ANY ONE ENT OR LOSS		PREMIUM
LIABILITY "Auto Dealer Operations"	21	Each "Accident" - Covered "Auto Each "Accident" - General Liabil Aggregate - General Liability On	ity Only \$ 1,000,000 nly \$ 3,000,000	\$	
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)	25	Separately stated in each P.I.P. Minus \$ Deductible		\$	
Added P.I.P. (or equivalent No-Fault Coverage)		Separately stated in each P.I.P. Minus \$ Deductible		\$	
MEDICAL PAYMENTS	22	\$ 5,000		\$	
UNINSURED MOTORISTS	23,26,28,29	\$ 75,000		\$	
UNDERINSURED MOTORISTS (When not included in uninsured motorists coverage)	23,26,28,29	\$ 75,000		\$	
UMPD	23,26,28,29	\$ 75,000		\$	
GARAGEKEEPERS COMPREHENSIVE	30			\$	
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM FIVE		\$	
GARAGEKEEPERS COLLISION COVERAGE	30			\$	
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE				\$	
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM SIX		\$	
PHYSICAL DAMAGE INSURANCE COLLISION COVERAGE				\$	
FORMS AND ENDORSEMENTS CONTAIL SEE FORM AD3522	NED IN THIS POLICY AT ITS INC	CEPTION	PREMIUM FOR ENDORSEMENTS ESTIMATED TOTAL PREMIUM	\$	

Signature of Authorized Representative

POAMEND (03-16) 00 COPY

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 20 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THR	EE	LOCATI	ONS WHERE Y		T GARAGE OPE	RATIONS	
Location				Addı			
No.				ain business l	ocation as Location	n No. 1)	
51	2699 E 51st ST CLEV	ELAND, (	DH 44104				
TEM FOU	R		LIABILITY C	OVERAGES	- PREMIUMS		
	Classes of Operators	Rating	Number	Rating	Total	Liability	Personal Injury
	·	Factor	of Persons	Units	Rating Units	Premium	Protection Premium
	Class I-A Employees Principals	1.00				\$ 100.00	\$
	Class I-B Employees All Others	0.40	2.00	0.80			
LOC 51	Class I-C Employees Regular Operators	0.60	1.00	0.60	1.40		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals					\$	\$
	Class I-B Employees All Others						
	Class I-C Employees Regular Operators						
	Class II-Non-Employees Under Age 25						
	Class II-Non-Employees Age 25 or over						
	Class I-A Employees Principals					\$	\$
	Class I-B Employees All Others						
	Class I-C Employees Regular Operators						
	Class II-Non-Employees Under Age 25						
	Class II-Non-Employees Age 25 and over						

Definitions: Class I – Employees PG 17 OF 1/3

\$

A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".

**TOTAL PREMIUM** 

- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

PODEC-1 (03-16) 00 COPY



# Auto Dealer Policy AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE	GARAGEKEEPERS COVERAGES AND PREMIUMS					
LOCATION No.	Coverages		Lir	nit of Liability For Each	Location	Premium For Each Location
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDU	JCTIBLE FOR EACH COVERED "AUTO"	
050	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCT EVENT.	TIBLE FOR ALL "LOSS" IN ANY ONE	
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDU	JCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDU	JCTIBLE FOR EACH COVERED "AUTO"	
051	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCT EVENT.	TIBLE FOR ALL "LOSS" IN ANY ONE	
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDU	JCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$	MINUS	\$ DEDU	JCTIBLE FOR EACH COVERED "AUTO"	
	Specified Causes of Loss	SUBJECT TO	\$	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.		
	Collision	\$	MINUS	\$ DEDU	JCTIBLE FOR EACH COVERED "AUTO"	
					TOTAL PREMIUM	

PAGE 16 of 16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

Ш	EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
	"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
	covers your or any other "insured's" interest or the interest of the covered "auto's" owner.

PRIMARY INSURANCE. If this box is checked; GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a covered "auto" and is primary insurance.

### Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 22 of 560



# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical Payments (Does not apply to bodily injury	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
caused by any auto)	70 St. 10.0 E. 10.0 Mar. 1	Ψ
Locations and Operations and Auto Medical Payments LOC 51	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVERY OF AUTOS - NON-FRANCHISED DEALER ONLY						
Number of Driver Trips	Rate	Premium				
51-200 miles		\$				
Over 200 miles		\$				
		\$				

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS								
	Number of Plates	Rate Per Plate	Premium					
Uninsured Motorists			\$					
Underinsured Motorists			\$					
Uninsured Motorists Physical Damage			\$					

### **INSURED COPY**

AIM LEASING COMPANY DBA AIM NATIONALEASE 1500 TRUMBULL AVE GIRARD, OH 44420-3453



### Auto Dealers Policy Change of Coverage Endorsement

Policy Number	ACP GPA 30 3 7247293				
Named Insured	AIM LEASING COMPANY				
& Mailing Address	- SEE NAMED INSURED SCH	EDULE			
	1500 TRUMBULL AVE				
	GIRARD, OH 44420-3453				
Policy Period: From	08/01/2018 To	: 08/01/2019	12:01 A.M.	Effective Date of This En	dorsement:
Agent COTTING	HAM & BUTLER INSURANCE		#14-33739	04/29/2019	12:01 A.M.
Address DUBUQUE	E, IA 52004-0028				

<sup>(</sup>The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of said policy unless otherwise stated herein. Nothing herein contained shall beheld to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

#### IN CONSIDERATION OF

An additional premium of \$ 162.00

A reduction in premium of \$

It is agreed that ITEM TWO of the Declarations is amended

to read

X

to include as follows:

THIS DEC PAGE REFLECTS THE CURRENT LIMITS AND PREMIUMS OF YOUR POLICY FOR ALL CHANGES THROUGH 05/01/19. ADDED LOCATION 2699 E 51st ST CLEVELAND, OH 44104

#### ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Auto Dealers Coverage Form next to the name of the coverage. Entry of a symbol next to LIABILITY provides coverage for "auto dealer operations."

the rate Bearing estated			p.oaoo oo.o.ago .o. aato aoa.o.	000.0	
	COVERED AUTOS (Entry of one or more symbols		LIMIT		
COVERAGES	from the COVERED AUTOS		VILL PAY FOR ANY ONE		PREMIUM
	Section of the Auto Dealers	ACCIDE	ENT OR LOSS		
	Coverage Form shows which				
	autos are covered autos)				
LIABILITY		Each "Accident" - Covered "Aut		١. ا	
"Auto Dealer Operations"	21	Each "Accident" - General Liabi	lity Only \$ 1,000,000	\$	
'		Aggregate - General Liability Or			
PERSONAL INJURY PROTECTION	25	Separately stated in each P.I.P.		\$	
(or equivalent No-Fault Coverage)	25	Minus \$ Deductible		Ψ	
Added P.I.P.		Separately stated in each P.I.P.	Endorsement	\$	
(or equivalent No-Fault Coverage)		Minus \$ Deductible		<b>₽</b>	
MEDICAL PAYMENTS	22	\$ 5,000		\$	
UNINSURED MOTORISTS	23,26,28,29	\$ 75,000		\$	
UNDERINSURED MOTORISTS					
(When not included in uninsured	23,26,28,29	\$ 75,000		\$	
motorists coverage)					
UMPD	23,26,28,29	\$ 75,000		\$	
GARAGEKEEPERS	30			\$	
COMPREHENSIVE	30			Ψ	
GARAGEKEEPERS SPECIFIED		SEE ITEM FIVE		\$	
CAUSES OF LOSS COVERAGE		OLL ITEMITIVE		Ψ	
GARAGEKEEPERS	30			\$	
COLLISION COVERAGE	30			Ψ	
PHYSICAL DAMAGE				\$	
COMPREHENSIVE COVERAGE				Ψ	
PHYSICAL DAMAGE SPECIFIED		SEE ITEM SIX		\$	
CAUSES OF LOSS COVERAGE				Ψ.	
PHYSICAL DAMAGE INSURANCE				\$	
COLLISION COVERAGE					
FORMS AND ENDORSEMENTS CONTAIN	NED IN THIS POLICY AT ITS INC	CEPTION	PREMIUM FOR ENDORSEMENTS	\$	
SEE FORM AD3522			ESTIMATED TOTAL PREMIUM	\$	

Signature of Authorized Representative

POAMEND (03-16) 00 COPY

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 25 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THR	EE	LOCATI	ONS WHERE Y		T GARAGE OPE	RATIONS			
Location				Addı					
No.				ain business l	ocation as Location	n No. 1)			
51	2699 E 51st ST CLEVELAND, OH 44104								
ITEM FOU	R		LIABILITY C	OVERAGES	- PREMIUMS				
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium		
	Class I-A Employees Principals	1.00				<b>\$</b> 100.00	\$		
	Class I-B Employees All Others	0.40	2.00	0.80					
LOC 51	Class I-C Employees Regular Operators	0.60	1.00	0.60	1.40				
	Class II-Non-Employees Under Age 25	1.15							
	Class II-Non-Employees Age 25 or over	0.50							
	Class I-A Employees Principals					\$	\$		
	Class I-B Employees All Others								
	Class I-C Employees Regular Operators								
	Class II-Non-Employees Under Age 25								
	Class II-Non-Employees Age 25 or over								
	Class I-A Employees Principals					\$	\$		
	Class I-B Employees All Others								
	Class I-C Employees Regular Operators								
	Class II-Non-Employees Under Age 25								
	Class II-Non-Employees Age 25 and over								

Definitions: Class I – Employees PG 17 OF 1

\$

A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".

**TOTAL PREMIUM** 

- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

PODEC-1 (03-16) 00 COPY



# Auto Dealer Policy AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE	GARAGEKEEPERS COVERAGES AND PREMIUMS						
LOCATION No.	Coverages	Limit of Liability For Each Location			Premium For Each Location		
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDU	UCTIBLE FOR EACH COVERED "AUTO"		
050	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCT EVENT.	TIBLE FOR ALL "LOSS" IN ANY ONE		
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDU	UCTIBLE FOR EACH COVERED "AUTO"		
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDU	UCTIBLE FOR EACH COVERED "AUTO"		
051	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCT	TIBLE FOR ALL "LOSS" IN ANY ONE		
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO			
	Comprehensive	\$	MINUS	\$ DEDU	UCTIBLE FOR EACH COVERED "AUTO"		
	Specified Causes of Loss	SUBJECT TO	\$	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.			
	Collision	\$	MINUS	\$ DEDU	UCTIBLE FOR EACH COVERED "AUTO"		
					TOTAL PREMIUM		

PAGE 16 of 16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.

PRIMARY INSURANCE. If this box is checked; GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a covered "auto" and is primary insurance.

### Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 27 of 560



# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 51	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVERY OF AUTOS - NON-FRANCHISED DEALER ONLY						
Number of Driver Trips	Rate	Premium				
51-200 miles		\$				
Over 200 miles		\$				
		\$				

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS							
	Number of Plates	Rate Per Plate	Premium				
Uninsured Motorists			\$				
Underinsured Motorists			\$				
Uninsured Motorists Physical Damage			\$				

#### JOB TICKET

#### **APPLICATION INFORMATION**

**Job Name / Policy No:** ACP3037247293

**Application:** GARAGE ADDENDUM

**Sent by:** From CLPC – Kimberly Barton

**Process Date:** 03/27/2019

Pkg. Count \_\_1\_

**Place Tracking Label Here** 

#### **FINISH INFORMATION**

**Instructions:** Please mail all attached copies to the Agent.

PRINT:  $TRACK JOB IN --- PRINT \rightarrow DELIVER TO STAGING$ 

STAGING: Deliver to **AGENT MAIL (IC) ZONE 34,** for Garage Processing

### REPRINTS / QUESTIONS - Please contact name listed above in the 'Sent By' field.

### TRACKING INFORMATION

Job Name

\* 3 7 2 4 7 2 9 3 \*

**Account Code** 



**PWS2 Template** 



### Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 29 of 560

### **Job Ticket Field Descriptions**.

**Job Name / Policy No.** This field will the **policy number**. It will also server as the Job Name that will be used for tracking in PWS.

**Application**: GARAGE ADDENDUM (will not change)

**Sent By:** Person sending the request, contact information

**Process Date:** Date the job was sent to VPOM. (filled in by person creating the job.)

Pkg. Count: Used for tracking. Will always be '1'.

**Instructions:** This area will contain the instructions needed by Policy Assembly to merge the garage policy section with the

commercial policy.

**Barcoded Fields** 

**Job Name** Type in the <u>last 8 characters</u> of the Policy Number. Be sure to leave the leading and trailing asterisk (\*) on the policy

number.

Account Code Disbursement Code (will always be \*931005001\*)

PWS2 Template PWS2 assigned template ID. (will always be \*5233\* for Assembly jobs).

### **AGENT COPY**

14-33739

COTTINGHAM & BUTLER INSURANCE PO BOX 28 DUBUQUE, IA 52004-0028



**ITEM TWO** 

# Auto Dealers Policy Change of Coverage Endorsement

Policy Number	ACP GPA 30 3 7247293					
Named Insured	AIM LEASING COMPANY					
& Mailing Address	- SEE NAMED INSURED S	CHEDUI	LE			
	1500 TRUMBULL AVE					
	GIRARD, OH 44420-3453					
Policy Period: From	08/01/2018	To: 08	8/01/2019	12:01 A.M.	Effective Date of This En	dorsement:
Agent COTTINGH	IAM & BUTLER INSURANC	E		#14-33739	03/01/2019	12:01 A.M.
Address DUBUQUE	, IA 52004-0028					

(The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of said policy unless otherwise stated herein. Nothing herein contained shall beheld to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

morem comamos chamberless to rary, war	ro, anon, or omorra arry or are	0 1011110, 0	orianionio, agri	remarks of accountations of the policy; earlier than ac	norom otatoar
IN CONSIDERATION OF	An additional pre	mium of	\$	A reduction in premium of \$	155.00
It is agreed that ITEM TWO of the Dec	clarations is amended	×	to read	to include as follows:	
<b>DELETED LOC 44 324 4TH AVE, TIFFIN</b>	, OH 44883				

SCHEDULE OF COVERAGES AND COVERED AUTOS

		ar coverage by the entry of one or more o ry of a symbol next to LIABILITY provides		
COVERAGES	(Entry of one or more symbols from the COVERED AUTOS Section of the Auto Dealers Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY ACCIDENT OR I	LOSS	PREMIUM
LIABILITY "Auto Dealer Operations"	21	Each "Accident" - Covered "Auto" Only Each "Accident" - General Liability Only Aggregate - General Liability Only	\$ 1,000,000 \$ 1,000,000 \$ 3,000,000	
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)	25	Separately stated in each P.I.P. Endorse Minus \$ Deductible		
Added P.I.P. (or equivalent No-Fault Coverage)		Separately stated in each P.I.P. Endorse Minus \$ Deductible	ment	
MEDICAL PAYMENTS	22	\$ 5,000		
UNINSURED MOTORISTS	23,26,28,29	\$ 75,000		
UNDERINSURED MOTORISTS (When not included in uninsured motorists coverage)	23,26,28,29	\$ 75,000		
UMPD	23,26,28,29	\$ 75,000		
GARAGEKEEPERS COMPREHENSIVE	30			
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM FIVE		
GARAGEKEEPERS COLLISION COVERAGE	30			
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE				
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM SIX		\$
PHYSICAL DAMAGE INSURANCE COLLISION COVERAGE				
FORMS AND ENDORSEMENTS CONTAI SEE FORM AD3522	INED IN THIS POLICY AT ITS INC		UM FOR ENDORSEMENTS ATED TOTAL PREMIUM	

Signature of Authorized Representative



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM TUD			ONO WILEDE V	OU CONDUC	T 0 4 D 4 0 F 0 D F	DATIONO	
ITEM THR Location		LOCATI	ONS WHERE Y	OU CONDUC Addr	T GARAGE OPE	RATIONS	
No.			(list "your" ma		ocation as Location	n No. 1)	
044	324 FOURTH AVE, T		l 44883-1227	(DELETED		,	
045	87 ONTARIO ST, NO						
046	3306-3310 W 75TH, L	.ANDOVE					
ITEM FOU		1 5 4			- PREMIUMS	1 11 1 111/	
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium
	Class I-A Employees Principals	1.00				<b>\$</b> 71.00	\$
	Class I-B Employees All Others	0.40					
044	Class I-C Employees Regular Operators	0.60	2.000	1.200	1.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00				<b>\$</b> 164.00	\$
	Class I-B Employees All Others	0.40					
045	Class I-C Employees Regular Operators	0.60	2.000	1.200	1.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00				\$INCL	\$ INCL
	Class I-B Employees All Others	0.40					
046	Class I-C Employees Regular Operators	0.60			INCL		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					

Definitions: PAGE 15 OF Class I – Employees

A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".

**TOTAL PREMIUM** 

B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".

\$CONT.

CONT.

\$CONT.

- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

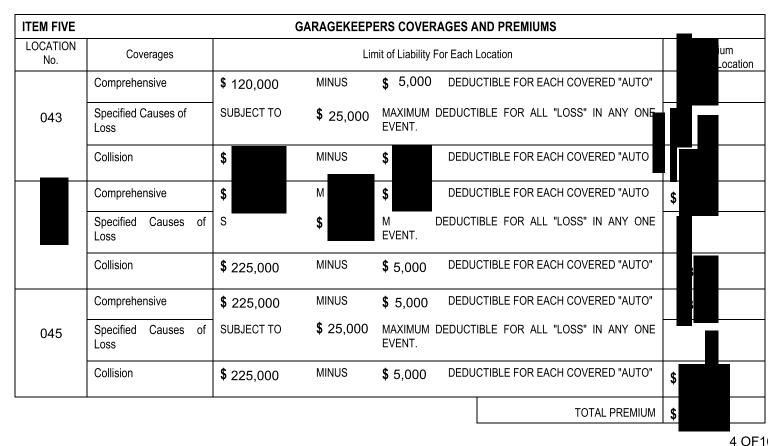
Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

PODEC-1 (03-16) 00 COPY



### Auto Dealer Policy AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293



GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

Ш	EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
	"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
	covers your or any other "insured's" interest or the interest of the covered "auto's" owner.

PRIMARY INSURANCE. If this box is checked; GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a covered "auto" and is primary insurance.

### Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 34 of 560



# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals	\$
Payments (Does not apply to bodily injury caused by any auto)	% of the Liability Premium	
Locations and Operations and Auto Medical Payments LOC 44	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS							
	Number of Plates	Rate Per Plate	Premium				
Uninsured Motorists			\$				
Underinsured Motorists			\$				
Uninsured Motorists Physical Damage			\$				

### **INSURED COPY**

AIM LEASING COMPANY DBA AIM NATIONALEASE 1500 TRUMBULL AVE GIRARD, OH 44420-3453



**ITEM TWO** 

# Auto Dealers Policy Change of Coverage Endorsement

Policy Number	ACP GPA 30 3 7247293					
Named Insured	AIM LEASING COMPANY					
& Mailing Address	- SEE NAMED INSURED S	CHEDUL	LE			
	1500 TRUMBULL AVE					
	GIRARD, OH 44420-3453					
Policy Period: From	08/01/2018	To: 08	3/01/2019	12:01 A.M.	Effective Date of This End	dorsement:
Agent COTTINGH	IAM & BUTLER INSURANC	E		#14-33739	03/01/2019	12:01 A.M.
Address DUBUQUE	, IA 52004-0028					

(The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of said policy unless otherwise stated herein. Nothing herein contained shall beheld to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

IN CONSIDERATION OF	An additional pre			A reduction in premium of \$	
It is agreed that ITEM TWO of the Decla	arations is amended	×	to read	to include as follows:	
DELETED LOC 44 324 4TH AVE, TIFFIN, O	OH 44883			<del></del>	

SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those cover covered "autos." "Autos" are shown a Auto Dealers Coverage Form next to	as covered "autos" for a particu	lar coverage by the entry of one c	or more of the	e symbols from the COVE	RED AUTOS section of the
COVERAGES	COVERED AUTOS (Entry of one or more symbols from the COVERED AUTOS Section of the Auto Dealers Coverage Form shows which autos are covered autos)	THE MOST WE W	LIMIT /ILL PAY FO ENT OR LOS		PREMIUM
LIABILITY "Auto Dealer Operations"	21	Each "Accident" - Covered "Auto Each "Accident" - General Liabil Aggregate - General Liability On	lity Only	\$ 1,000,000 \$ 1,000,000 \$ 3,000,000	0
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)	25	Separately stated in each P.I.P. Minus \$ Deductible			
Added P.I.P. (or equivalent No-Fault Coverage)		Separately stated in each P.I.P. Minus \$ Deductible		nt	
MEDICAL PAYMENTS UNINSURED MOTORISTS	22 23,26,28,29	<b>\$</b> 5,000 <b>\$</b> 75,000	,		
UNDERINSURED MOTORISTS (When not included in uninsured motorists coverage)	23,26,28,29	\$ 75,000			
UMPD	23,26,28,29	\$ 75,000			
GARAGEKEEPERS COMPREHENSIVE	30				
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM FIVE			
GARAGEKEEPERS COLLISION COVERAGE	30				
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE PHYSICAL DAMAGE INSURANCE		SEE ITEM SIX			
COLLISION COVERAGE FORMS AND ENDORSEMENTS CONTA SEE FORM AD3522	   INED IN THIS POLICY AT ITS INC	    CEPTION		FOR ENDORSEMENTS D TOTAL PREMIUM	

Signature of Authorized Representative



### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THE		LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS							
Location No.		Address (light "hour" main hydrona location as Location No. 1)							
044	324 EOLIDTH AVE. TI	(list "your" main business location as Location No. 1) 324 FOURTH AVE, TIFFIN, OH 44883-1227 (DELETED 03.01.2019)							
045	87 ONTARIO ST, NOF				03.01.2019)				
046	3306-3310 W 75TH, L								
ITEM FOL				OVERAGES -	- PREMIUMS				
	Classes of Operators	Rating	Number	Rating	Total	Liability	Personal Injury		
		Factor	of Persons	Units	Rating Units	Premium	Protection Premium		
	Class I-A Employees Principals	1.00			Omts	<b>\$</b> 71.00	\$		
	Class I-B Employees All Others	0.40							
044	Class I-C Employees Regular Operators	0.60	2.000	1.200	1.200				
	Class II-Non-Employees Under Age 25	1.15							
	Class II-Non-Employees Age 25 or over	0.50							
	Class I-A Employees Principals	1.00				<b>\$</b> 164.00	\$		
	Class I-B Employees All Others	0.40							
045	Class I-C Employees Regular Operators	0.60	2.000	1.200	1.200				
	Class II-Non-Employees Under Age 25	1.15							
	Class II-Non-Employees Age 25 or over	0.50							
	Class I-A Employees Principals	1.00				\$INCL	\$ INCL		
	Class I-B Employees All Others	0.40							
046	Class I-C Employees Regular Operators	0.60			INCL				
	Class II-Non-Employees Under Age 25	1.15							
	Class II-Non-Employees Age 25 and over	0.50							

Definitions: PAGE 15 OF Class I – Employees

A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".

TOTAL PREMIUM

B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".

\$CONT.

CONT.

\$CONT.

- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

PODEC-1 (03-16) 00 COPY



# Auto Dealer Policy AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293

4 OF1

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Lir	nit of Liability For Each Location	ium _ocation
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
043	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
044	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
045	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
				TOTAL PREMIUM \$	

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.

PRIMARY INSURANCE. If this box is checked; GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a covered "auto" and is primary insurance.

PODEC-2 (03-16) 00

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 39 of 560



# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		_
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 44	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

# **INSURED COPY**

AIM LEASING COMPANY DBA AIM NATIONALEASE 1500 TRUMBULL AVE GIRARD, OH 44420-3453



**ITEM TWO** 

# Auto Dealers Policy Change of Coverage Endorsement

Policy Number	ACP GPA 30 3 7247293						
Named Insured	AIM LEASING COMPANY						
& Mailing Address	- SEE NAMED INSURED SCHEDULE						
	1500 TRUMBULL AVE						
	GIRARD, OH 44420-3453						
Policy Period: From	08/01/2018	Го: 08/01/2019		12:01 A.M.	Effective Date of This End	dorsement:	
Agent COTTINGH	IAM & BUTLER INSURANCE			#14-33739	01/18/2019	12:01 A.M.	
Address DUBUQUE	, IA 52004-0028						

(The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of said policy unless otherwise stated herein. Nothing herein contained shall beheld to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

herein contained shall beheld to vary, wa	live, alter, or extend any of the	e terms, d	conditions, ac	greements or declarations of the policy, other than as h	erein stated.
IN CONSIDERATION OF	An additional pre	mium o	of \$ 37.00	A reduction in premium of \$	
It is agreed that ITEM TWO of the De	eclarations is amended	×	to read	to include as follows:	
ADDED AC2041, AD3517 AT \$35 PREI	MIUM, AND ADDED IL7002				

SCHEDULE OF COVERAGES AND COVERED AUTOS

COVERAGES	COVERED AUTOS (Entry of one or more symbols from the COVERED AUTOS Section of the Auto Dealers Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
IABILITY Auto Dealer Operations"	21	Each "Accident" - Covered "Auto" Only \$ 1,000,000  Each "Accident" - General Liability Only \$ 1,000,000  Aggregate - General Liability Only \$ 3,000,000	\$
ERSONAL INJURY PROTECTION or equivalent No-Fault Coverage)	25	Separately stated in each P.I.P. Endorsement Minus \$ Deductible	\$
dded P.I.P. or equivalent No-Fault Coverage)		Separately stated in each P.I.P. Endorsement  Minus \$ Deductible	\$
IEDICAL PAYMENTS	22	\$ 5,000	\$
NINSURED MOTORISTS	23,26,28,29	\$ 75,000	\$ 0
NDERINSURED MOTORISTS When not included in uninsured notorists coverage)	23,26,28,29	\$ 75,000	\$
MPD	23,26,28,29	\$ 75,000	\$
ARAGEKEEPERS OMPREHENSIVE	30		\$
ARAGEKEEPERS SPECIFIED AUSES OF LOSS COVERAGE		SEE ITEM FIVE	\$
ARAGEKEEPERS OLLISION COVERAGE	30		\$
HYSICAL DAMAGE OMPREHENSIVE COVERAGE			\$
HYSICAL DAMAGE SPECIFIED AUSES OF LOSS COVERAGE		SEE ITEM SIX	\$
HYSICAL DAMAGE INSURANCE OLLISION COVERAGE			\$

Signature of Authorized Representative

POAMEND (03-16) 00 COPY

# **COMMERCIAL AUTO** AD 35 22 03 16

# FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION

13614	(1185)	Special Continuation Provision
13803SC	(0708)	Schedule of Surcharges and Assessments
AC0436	(0910)	Amendment of Definition of Pollutants
AC2041 (2)	(0316)	Additional Insured – Primary and Non-
, ,	` ,	Contributory Endorsement
AC2107	(1001)	Ohio Underinsured Motorists Coverage – Bodily Injury
AC2111A	(0109)	Georgia Uninsured Motorists Coverage – Reduced By At-
	` ,	Fault Limits
AC2113MD	(0306)	Maryland Uninsured Motorists Coverage
AC2131	(0703)	Michigan Uninsured Motorists Coverage
AC2133	(1001)	Ohio Uninsured Motorists Coverage – Bodily Injury
AC2144A	(1115)	Indiana Uninsured Motorists Coverage BI/PD
AC2179	(0310)	Kentucky Underinsured Motorists Coverage
AC2192a	(0712)	Pennsylvania Uninsured Motorists Coverage – Non-
		Stacked
AC2193a	(0712)	Pennsylvania Underinsured Motorists Coverage - Non-
		Stacked
AC2219	(0213)	Maryland Personal Injury Protection
AC2220	(0418)	Michigan Personal Injury Protection
AC3116	(1115)	Indiana Underinsured Motorists Coverage
AC3117	(1001)	Ohio Uninsured Motorists Coverage – Property Damage
AC7000	(0316)	Auto Medical Payments Amendment
AD2564	(0316)	Acts, Errors and Omissions Coverages
AD3501	(0316)	Dealers Extension Endorsement
AD3506	(0316)	Blanket Garagekeepers, Physical Damage Coverage
AD3513	(0316)	Dealers Replacement or Repairs
AD3514	(0316)	Broad Form Products/Work Performed
AD3517	(0316)	Additional Insured – Owners, Lessees or Contractors –
		Scheduled Person or Organization
AD3522	(0316)	Blank Endorsement Form
CA0025	(1013)	Auto Dealers Coverage Form
CA0101	(1013)	Maryland Changes – Auto Dealers Coverage Form
CA0104	(0115)	Illinois Changes – Auto Dealers Coverage Form
CA0110	(0916)	Michigan Changes
CA0113	(1013)	Colorado Changes
CA0119	(1013)	Indiana Changes
CA0145	(1013)	Ohio Changes – Auto Dealers Coverage Form
CA0157	(0616)	Pennsylvania Changes – Auto Dealers Coverage Form
CA0163	(1013)	Georgia Changes – Auto Dealers Coverage Form
CA0164	(1013)	Kentucky Changes – Auto Dealers Coverage Form
CA0175	(1013)	Arizona Changes
CA0192	(1013)	Nevada Changes – Auto Dealers Coverage Form

CA0197	(1013)	Texas Changes – Auto Dealers Coverage Form
CA0215	(1013)	Maryland Cancellation Changes
CA0217	(1013)	Michigan Changes – Cancellation and Nonrenewal
CA0243	(1113)	Texas Changes – Cancellation and Nonrenewal
CA0270	(0118)	Illinois Changes – Cancellation and Nonrenewal
CA0301	(1013)	Deductible Liability Coverage
CA0440	(1013)	Colorado Auto Medical Payments Coverage
CA0444	(1013)	Waiver of Transfer of Rights
CA2001P(2)	(1013)	Lessor – Additional Insured and Loss Payee
CA2109	(1013)	Texas Uninsured/Underinsured Motorists Coverage
CA2126	(1013)	Colorado Uninsured Motorists Coverage – Property
		Damage
CA2127	(1013)	Nevada Uninsured Motorists Coverage
CA2130	(0115)	Illinois Uninsured Motorists Coverage
CA2138	(1013)	Illinois Underinsured Motorists Coverage
CA2139	(1013)	Arizona Uninsured Motorists Coverage
CA2140	(1013)	Arizona Underinsured Motorists Coverage
CA2150	(0717)	Colorado Uninsured Motorists Coverage
CA2153	(1013)	Illinois Uninsured Motorists Coverage – Property Damage
CA2176	(1013)	Kentucky Uninsured Motorists Coverage
CA2216	(1013)	Kentucky Personal Injury Protection
CA2221	(0394)	Coordination of PIP
CA2224	(1013)	Michigan Property Protection Coverage
CA2237	(1013)	Pennsylvania Basic First Party Benefit
CA2264	(1013)	Texas Personal Injury Protection Endorsement
CA2384	(1013)	Terrorism Exclusion
CA9903	(1013)	Auto Medical Payments Coverage
CA9910	(1013)	Drive Other Car Coverage
CA9944	(1013)	Loss Payable Clause
IL0017	(1198)	Common Policy Conditions
IL0021	(0702)	Nuclear Energy Liability Exclusion
IL0021	(0908)	Nuclear Energy Liability Exclusion
IL0110	(0907)	Nevada Changes – Concealment, Misrepresentation or Fraud
IL0115	(0110)	
IL0113 IL0147	(0110) (0911)	Nevada Changes – Domestic Partnership Illinois Changes – Civil Union
IL0156	(1117)	Indiana Changes – Concealment, Misrepresentation or
IL0130	(1117)	Fraud
IL0158	(0300)	Indiana Changes
IL0162	(1013)	Illinois Changes – Defense Costs
IL0169	(0907)	Colorado Changes – Concealment, Misrepresentation or
	( /	Fraud
IL0228	(0907)	Colorado Changes – Cancellation and Nonrenewal
IL0244	(0907)	Ohio Changes – Cancellation and Nonrenewal
IL0246	(0907)	Pennsylvania Changes – Cancellation and Nonrenewal
IL0251	(0907)	Nevada Changes – Cancellation and Nonrenewal
IL0262	(0907)	Georgia Changes – Cancellation and Nonrenewal

Page 2 of 3 AD XX XX XX XX

# AD XX XX XX XX

IL0272	(0907)	Indiana Changes – Cancellation and Nonrenewal
IL7002 (3)	(0911)	Advance Notice of Cancellation
IN5187	(1204)	IL Coml Auto Policy Notice Hired & Non-Owned Auto
IN5207	(0407)	Changes in Pennsylvania Uninsured and Underinsured
		Motorists Coverage - Arbitration
IN5278	(1213)	Important Notice Fair Credit Reporting Act
IN5279	(0214)	Maryland Important Notice Regarding PIP and Premium
		Increase Coverage
IN7378	(0506)	Important Notice - Michigan
PA0209	(1013)	Ohio Changes – Cancellation and Nonrenewal
PA0216	(1013)	Maryland Changes – Cancellation and Nonrenewal
SP0002	(0916)	Signature Page (AMCO)

AD XX XX XX Page 3 of 3

COMMERCIAL AUTO AC 20 41 03 16

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Name of Person(s) or Organization(s):	
THOMPSON IDEALEASE LLC	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. Who Is An Insured for COVERED AUTOS LIABILITY COVERAGE is amended to include as an "insured" for Covered Autos Liability Coverage:

Each person or organization shown in the Schedule, but only to the extent that person or organization qualifies as an "insured". The "accident" must arise out of ongoing operations performed for the Named Insured.

# B. Changes in CONDITIONS

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the person or organization named in the Schedule under your policy provided that:

- (1) The person or organization is a Named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to them.

**COMMERCIAL AUTO** AD 35 17 03 16

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR **CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

- A. SECTION II GENERAL LIABILITY COVERAGES, Paragraph D. Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

### However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a written contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or agreement to provide for such additional insured; and
- 3. The status of additional insured under this endorsement ends when your operations for the additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION II GENERAL LIABILITY COVERAGES, Paragraph F Limits Of Insurance General Liability Coverages:

If coverage provided to the additional insured is required by a written contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

IL 70 02 09 11

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MERCANTILE UMBRELLA LIABILITY POLICY

#### **SCHEDULE**

Person(s) or Organization(s) THOMPSON IDEALEASE LLC	<b>Address</b> 7820 6TH ST SW, CEDAR RAPIDS, IA 52404
Number of Days Notice 30	

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

# JOB TICKET

# **APPLICATION INFORMATION**

**Job Name / Policy No:** ACP3037247293

**Application:** GARAGE ADDENDUM

**Sent by:** From CLPC – Kimberly Barton

**Process Date:** 02/22/2019

Pkg. Count \_\_1\_\_

**Place Tracking Label Here** 

# **FINISH INFORMATION**

**Instructions:** Please mail all attached copies to the Agent.

PRINT:  $TRACK JOB IN --- PRINT \rightarrow DELIVER TO STAGING$ 

STAGING: Deliver to **AGENT MAIL (IC) ZONE 34,** for Garage Processing

# REPRINTS / QUESTIONS - Please contact name listed above in the 'Sent By' field.

# TRACKING INFORMATION

Job Name

\* 3 7 2 4 7 2 9 3 \*

**Account Code** 

\* 9 3 1 0 0 5 0 0 1 \*

**PWS2 Template** 



# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 50 of 560

# **Job Ticket Field Descriptions**.

**Job Name / Policy No.** This field will the **policy number**. It will also server as the Job Name that will be used for tracking in PWS.

**Application**: GARAGE ADDENDUM (will not change)

**Sent By:** Person sending the request, contact information

**Process Date:** Date the job was sent to VPOM. (filled in by person creating the job.)

Pkg. Count: Used for tracking. Will always be '1'.

**Instructions:** This area will contain the instructions needed by Policy Assembly to merge the garage policy section with the

commercial policy.

**Barcoded Fields** 

**Job Name** Type in the <u>last 8 characters</u> of the Policy Number. Be sure to leave the leading and trailing asterisk (\*) on the policy

number.

**Account Code** Disbursement Code (will always be \*931005001\*)

**PWS2 Template** PWS2 assigned template ID. (will always be \*5233\* for Assembly jobs).

# **AGENT COPY**

14-33739

COTTINGHAM & BUTLER INSURANCE PO BOX 28 DUBUQUE, IA 52004-0028



**ITEM TWO** 

# Auto Dealers Policy Change of Coverage Endorsement

Policy Number	ACP GPA 30 3 7247293					
Named Insured	AIM LEASING COMPANY					
& Mailing Address	- SEE NAMED INSURED SCHEDULE					
	1500 TRUMBULL AVE					
	GIRARD, OH 44420-3453					
Policy Period: From	08/01/2018	Го: 08/01/2019		12:01 A.M.	Effective Date of This End	dorsement:
Agent COTTINGH	IAM & BUTLER INSURANCE			#14-33739	01/18/2019	12:01 A.M.
Address DUBUQUE	, IA 52004-0028					

(The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of said policy unless otherwise stated herein. Nothing herein contained shall beheld to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

herein contained shall beheld to vary, wa	ive, alter, or extend any of the	e terms, c	conditions, a	greements or declarations of the policy, other than as h	nerein stated.
IN CONSIDERATION OF	An additional pre	mium o	<b>f</b> \$ 37.00	A reduction in premium of \$	
It is agreed that ITEM TWO of the De	clarations is amended	×	to read	to include as follows:	
ADDED AC2041, AD3517 AT \$35 PREM	IIUM, AND ADDED IL7002				

SCHEDULE OF COVERAGES AND COVERED AUTOS

the Auto Dealers Coverage Form nex	•	Entry of a symbol next to LIABILITY p	provides coverage for "auto dealer o	operations."
COVERAGES	COVERED AUTOS (Entry of one or more symbols from the COVERED AUTOS Section of the Auto Dealers Coverage Form shows which autos are covered autos)	LIM THE MOST WE WILL ACCIDENT	PAY FOR ANY ONE OR LOSS	PREMIUM
LIABILITY "Auto Dealer Operations"	21	Each "Accident" - Covered "Auto" Of Each "Accident" - General Liability C Aggregate - General Liability Only		\$
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)	25	Separately stated in each P.I.P. End Minus \$ Deductible		\$
Added P.I.P. (or equivalent No-Fault Coverage)		Separately stated in each P.I.P. End Minus \$ Deductible	orsement	\$
MEDICAL PAYMENTS	22	\$ 5,000		\$
JNINSURED MOTORISTS	23,26,28,29	\$ 75,000		\$
UNDERINSURED MOTORISTS (When not included in uninsured motorists coverage)	23,26,28,29	\$ 75,000		\$
UMPD	23,26,28,29	\$ 75,000		\$
COMPREHENSIVE	30			\$
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM FIVE		
GARAGEKEEPERS COLLISION COVERAGE	30			
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE				\$
PHYSICAL DAMAGE SPECIFIED		-		\$
CAUSES OF LOSS COVERAGE PHYSICAL DAMAGE INSURANCE COLLISION COVERAGE				\$
FORMS AND ENDORSEMENTS CONTAI	NED IN THIS POLICY AT ITS INC	EPTION PF	REMIUM FOR ENDORSEMENTS	\$
SEE FORM AD3522			STIMATED TOTAL PREMIUM	\$

Signature of Authorized Representative

POAMEND (03-16) 00 COPY

# **COMMERCIAL AUTO** AD 35 22 03 16

# FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION

13614	(1185)	Special Continuation Provision
13803SC	(0708)	Schedule of Surcharges and Assessments
AC0436	(0910)	Amendment of Definition of Pollutants
AC2041 (2)	(0316)	Additional Insured – Primary and Non-
· /	,	Contributory Endorsement
AC2107	(1001)	Ohio Underinsured Motorists Coverage – Bodily Injury
AC2111A	(0109)	Georgia Uninsured Motorists Coverage – Reduced By At-
-	( )	Fault Limits
AC2113MD	(0306)	Maryland Uninsured Motorists Coverage
AC2131	(0703)	Michigan Uninsured Motorists Coverage
AC2133	(1001)	Ohio Uninsured Motorists Coverage – Bodily Injury
AC2144A	(1115)	Indiana Uninsured Motorists Coverage BI/PD
AC2179	(0310)	Kentucky Underinsured Motorists Coverage
AC2192a	(0712)	Pennsylvania Uninsured Motorists Coverage – Non-
11C2172u	(0712)	Stacked
AC2193a	(0712)	Pennsylvania Underinsured Motorists Coverage - Non-
AC2173a	(0712)	Stacked
AC2219	(0213)	Maryland Personal Injury Protection
AC2220	(0418)	Michigan Personal Injury Protection
AC2220 AC3116	(1115)	Indiana Underinsured Motorists Coverage
AC3110 AC3117	(1001)	Ohio Uninsured Motorists Coverage – Property Damage
AC7000	` ′	
	(0316)	Auto Medical Payments Amendment Acts, Errors and Omissions Coverages
AD2564 AD3501	(0316)	Dealers Extension Endorsement
	(0316)	
AD3506	(0316)	Blanket Garagekeepers, Physical Damage Coverage
AD3513	(0316)	Dealers Replacement or Repairs
AD3514	(0316)	Broad Form Products/Work Performed
AD3517	(0316)	Additional Insured – Owners, Lessees or Contractors –
4 D 2 5 2 2	(0216)	Scheduled Person or Organization
AD3522	(0316)	Blank Endorsement Form
CA0025	(1013)	Auto Dealers Coverage Form
CA0101	(1013)	Maryland Changes – Auto Dealers Coverage Form
CA0104	(0115)	Illinois Changes – Auto Dealers Coverage Form
CA0110	(0916)	Michigan Changes
CA0113	(1013)	Colorado Changes
CA0119	(1013)	Indiana Changes
CA0145	(1013)	Ohio Changes – Auto Dealers Coverage Form
CA0157	(0616)	Pennsylvania Changes – Auto Dealers Coverage Form
CA0163	(1013)	Georgia Changes – Auto Dealers Coverage Form
CA0164	(1013)	Kentucky Changes – Auto Dealers Coverage Form
CA0175	(1013)	Arizona Changes
CA0192	(1013)	Nevada Changes – Auto Dealers Coverage Form

CA0197	(1013)	Texas Changes – Auto Dealers Coverage Form
CA0215	(1013)	Maryland Cancellation Changes
CA0217	(1013)	Michigan Changes – Cancellation and Nonrenewal
CA0243	(1113)	Texas Changes – Cancellation and Nonrenewal
CA0270	(0118)	Illinois Changes – Cancellation and Nonrenewal
CA0301	(1013)	Deductible Liability Coverage
CA0440	(1013)	Colorado Auto Medical Payments Coverage
CA0444	(1013)	Waiver of Transfer of Rights
CA2001P(2)	(1013)	Lessor – Additional Insured and Loss Payee
CA2109	(1013)	Texas Uninsured/Underinsured Motorists Coverage
CA2126	(1013)	Colorado Uninsured Motorists Coverage – Property
		Damage
CA2127	(1013)	Nevada Uninsured Motorists Coverage
CA2130	(0115)	Illinois Uninsured Motorists Coverage
CA2138	(1013)	Illinois Underinsured Motorists Coverage
CA2139	(1013)	Arizona Uninsured Motorists Coverage
CA2140	(1013)	Arizona Underinsured Motorists Coverage
CA2150	(0717)	Colorado Uninsured Motorists Coverage
CA2153	(1013)	Illinois Uninsured Motorists Coverage – Property Damage
CA2176	(1013)	Kentucky Uninsured Motorists Coverage
CA2216	(1013)	Kentucky Personal Injury Protection
CA2221	(0394)	Coordination of PIP
CA2224	(1013)	Michigan Property Protection Coverage
CA2237	(1013)	Pennsylvania Basic First Party Benefit
CA2264	(1013)	Texas Personal Injury Protection Endorsement
CA2384	(1013)	Terrorism Exclusion
CA9903	(1013)	Auto Medical Payments Coverage
CA9910	(1013)	Drive Other Car Coverage
CA9944	(1013)	Loss Payable Clause
IL0017	(1198)	Common Policy Conditions
IL0021	(0702)	Nuclear Energy Liability Exclusion
IL0021	(0908)	Nuclear Energy Liability Exclusion
IL0110	(0907)	Nevada Changes – Concealment, Misrepresentation or Fraud
IL0115	(0110)	
IL0113 IL0147	(0110) (0911)	Nevada Changes – Domestic Partnership Illinois Changes – Civil Union
IL0156	(1117)	Indiana Changes – Concealment, Misrepresentation or
IL0130	(1117)	Fraud
IL0158	(0300)	Indiana Changes
IL0162	(1013)	Illinois Changes – Defense Costs
IL0169	(0907)	Colorado Changes – Concealment, Misrepresentation or
	( /	Fraud
IL0228	(0907)	Colorado Changes – Cancellation and Nonrenewal
IL0244	(0907)	Ohio Changes – Cancellation and Nonrenewal
IL0246	(0907)	Pennsylvania Changes – Cancellation and Nonrenewal
IL0251	(0907)	Nevada Changes – Cancellation and Nonrenewal
IL0262	(0907)	Georgia Changes – Cancellation and Nonrenewal

Page 2 of 3 AD XX XX XX XX

# AD XX XX XX XX

(0907)	Indiana Changes – Cancellation and Nonrenewal
(0911)	Advance Notice of Cancellation
(1204)	IL Coml Auto Policy Notice Hired & Non-Owned Auto
(0407)	Changes in Pennsylvania Uninsured and Underinsured
	Motorists Coverage - Arbitration
(1213)	Important Notice Fair Credit Reporting Act
(0214)	Maryland Important Notice Regarding PIP and Premium
	Increase Coverage
(0506)	Important Notice - Michigan
(1013)	Ohio Changes – Cancellation and Nonrenewal
(1013)	Maryland Changes – Cancellation and Nonrenewal
(0916)	Signature Page (AMCO)
	(0911) (1204) (0407) (1213) (0214) (0506) (1013) (1013)

AD XX XX XX Page 3 of 3

COMMERCIAL AUTO AC 20 41 03 16

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Name of Person(s) or Organization(s):	
THOMPSON IDEALEASE LLC	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. Who Is An Insured for COVERED AUTOS LIABILITY COVERAGE is amended to include as an "insured" for Covered Autos Liability Coverage:

Each person or organization shown in the Schedule, but only to the extent that person or organization qualifies as an "insured". The "accident" must arise out of ongoing operations performed for the Named Insured.

# B. Changes in CONDITIONS

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the person or organization named in the Schedule under your policy provided that:

- (1) The person or organization is a Named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to them.

**COMMERCIAL AUTO** AD 35 17 03 16

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR **CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Name of Additional Insured Person(s) or Organization(s)		
THOMPSON IDEALEASE LLC		
Location(s) of Covered Operations		
ALL LOCATIONS ON POLICY		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

- A. SECTION II GENERAL LIABILITY COVERAGES, Paragraph D. Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

### However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a written contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or agreement to provide for such additional insured; and
- 3. The status of additional insured under this endorsement ends when your operations for the additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION II GENERAL LIABILITY COVERAGES, Paragraph F Limits Of Insurance General Liability Coverages:

If coverage provided to the additional insured is required by a written contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

IL 70 02 09 11

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MERCANTILE UMBRELLA LIABILITY POLICY

#### **SCHEDULE**

Person(s) or Organization(s) THOMPSON IDEALEASE LLC	Address 7820 6TH ST SW, CEDAR RAPIDS, IA 52404
Number of Days Notice 30	

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

# **INSURED COPY**

AIM LEASING COMPANY DBA AIM NATIONALEASE 1500 TRUMBULL AVE GIRARD, OH 44420-3453



#### **Auto Dealers Policy** Change of Coverage Endorsement

Policy Number	ACP GPA 30 3 7247293					
Named Insured	AIM LEASING COMPANY					
& Mailing Address	- SEE NAMED INSURED SCHEDULE					
1500 TRUMBULL AVE						
	GIRARD, OH 44420-3453					
Policy Period: From	08/01/2018 To:	08/01/2019	12:01 A.M.	Effective Date of This E	Indorsement:	
Agent COTTING	HAM & BUTLER INSURANCE	,	#14-33739	08/01/2018	12:01 A.M.	
Address DUBUQUE	E, IA 52004-0028					

(The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of said policy unless otherwise stated herein. Nothing herein contained shall beheld to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

IN CONSIDERATION OF

An additional premium of \$ 205.00

A reduction in premium of \$

It is agreed that ITEM TWO of the Declarations is amended

to read X

to include as follows:

INCREASED GARAGEKEEPERS LIMIT FOR LOCATION AT 3306-3310 W 75TH LANDOVER
THIS DEC PAGE REFLECTS THE CURRENT LIMITS AND PREMIUMS OF YOUR POLICY FOR ALL CHANGES THROUGH 10/22/18

#### SCHEDULE OF COVERAGES AND COVERED AUTOS **ITEM TWO**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Auto Dealers Coverage Form next to the name of the coverage. Entry of a symbol next to LIABILITY provides coverage for "auto dealer operations."

			The provided develope for date dealer t	- P - C	
COVERED AUTOS (Entry of one or more symbols from the COVERED AUTOS Section of the Auto Dealers Coverage Form shows which		LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS			PREMIUM
	autos are covered autos)				
LIABILITY "Auto Dealer Operations"	21	Each "Accident" - Covered "Auto Each "Accident" - General Liabil Aggregate - General Liability Or	ity Only \$ 1,000,000 lly \$ 3,000,000	\$	
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)	25	Separately stated in each P.I.P. Minus \$ Deductible	Endorsement	\$	
Added P.I.P.		Separately stated in each P.I.P.	Endorsement	•	
(or equivalent No-Fault Coverage)		Minus \$ Deductible		- \$	
MEDICAL PAYMENTS	22	\$ 5,000		\$	
UNINSURED MOTORISTS	23,26,28,29	\$ 75,000		\$	
UNDERINSURED MOTORISTS (When not included in uninsured motorists coverage)	23,26,28,29	\$ 75,000		\$	
UM PD	23,26,28,29	\$ 7,500		\$	
GARAGEKEEPERS COMPREHENSIVE	30			\$	
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM FIVE		\$	
GARAGEKEEPERS COLLISION COVERAGE	30			\$	
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE				\$	
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM SIX			
PHYSICAL DAMAGE INSURANCE COLLISION COVERAGE				\$	
FORMS AND ENDORSEMENTS CONTAI SEE FORM AD3522	NED IN THIS POLICY AT ITS INC	CEPTION	PREMIUM FOR ENDORSEMENTS ESTIMATED TOTAL PREMIUM	\$	

Signature of Authorized Representative

**COPY** 



# Auto Dealer Policy AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G <i>A</i>	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Limit of Liability For Each Location		
	Comprehensive	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
046	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$
	Collision	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
047	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
048	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
				TOTAL PREMIUM	\$CONT.

PAGE 15 OF1

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.

PRIMARY INSURANCE. If this box is checked; GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a covered "auto" and is primary insurance.

# JOB TICKET

# **APPLICATION INFORMATION**

**Job Name / Policy No:** ACP3037247293

**Application:** GARAGE ADDENDUM

**Sent by:** From CLPC – Kimberly Barton

**Process Date:** 02/13/2019

Pkg. Count \_\_1\_

**Place Tracking Label Here** 

# **FINISH INFORMATION**

**Instructions:** Please mail all attached copies to the Agent.

PRINT:  $TRACK JOB IN --- PRINT \rightarrow DELIVER TO STAGING$ 

STAGING: Deliver to **AGENT MAIL (IC) ZONE 34,** for Garage Processing

# REPRINTS / QUESTIONS - Please contact name listed above in the 'Sent By' field.

# TRACKING INFORMATION

Job Name

\* 3 7 2 4 7 2 9 3 \*

**Account Code** 

\* 9 3 1 0 0 5 0 0 1 \*

**PWS2 Template** 



# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 64 of 560

# **Job Ticket Field Descriptions**.

**Job Name / Policy No.** This field will the **policy number**. It will also server as the Job Name that will be used for tracking in PWS.

**Application**: GARAGE ADDENDUM (will not change)

**Sent By:** Person sending the request, contact information

**Process Date:** Date the job was sent to VPOM. (filled in by person creating the job.)

Pkg. Count: Used for tracking. Will always be '1'.

**Instructions:** This area will contain the instructions needed by Policy Assembly to merge the garage policy section with the

commercial policy.

**Barcoded Fields** 

**Job Name** Type in the <u>last 8 characters</u> of the Policy Number. Be sure to leave the leading and trailing asterisk (\*) on the policy

number.

**Account Code** Disbursement Code (will always be \*931005001\*)

**PWS2 Template** PWS2 assigned template ID. (will always be \*5233\* for Assembly jobs).

# **AGENT COPY**

14-33739

COTTINGHAM & BUTLER INSURANCE PO BOX 28 DUBUQUE, IA 52004-0028



# **Auto Dealers Policy** Change of Coverage Endorsement

Policy Number	ACP GPA 30 3 7247293					
Named Insured	AIM LEASING COMPANY					
& Mailing Address	- SEE NAMED INSURED SCHEDULE					
	1500 TRUMBULL AVE					
	GIRARD, OH 44420-3453					
Policy Period: From	08/01/2018 T	o: 08/01/2019	12:01 A.M.	Effective Date of This Er	ndorsement:	
Agent COTTING	HAM & BUTLER INSURANCE		#14-33739	08/01/2018	12:01 A.M.	
Address DUBUQUE	E, IA 52004-0028					

(The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of said policy unless otherwise stated herein. Nothing herein contained shall beheld to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

IN CONSIDERATION OF

An additional premium of \$ 205.00

A reduction in premium of \$

It is agreed that ITEM TWO of the Declarations is amended to read X

to include as follows:

INCREASED GARAGEKEEPERS LIMIT FOR LOCATION AT 3306-3310 W 75TH LANDOVER THIS DEC PAGE REFLECTS THE CURRENT LIMITS AND PREMIUMS OF YOUR POLICY FOR ALL CHANGES THROUGH 10/22/18

covered "autos" for a partic	THE MOST WE WI ACCIDE  Each "Accident" - Covered "Auto Each "Accident" - General Liabilit Aggregate - General Liability Onl	or more of the provides of the provides of the provides of the provided the provide	the symbols from the CO'coverage for "auto dealer	VER	own as ction of
Entry of one or more symbols rom the COVERED AUTOS Section of the Auto Dealers Coverage Form shows which lutos are covered autos)	THE MOST WE WI ACCIDE  Each "Accident" - Covered "Auto Each "Accident" - General Liabilit Aggregate - General Liability Onl	LL PAY FOR NT OR LOS	S		
	Each "Accident" - General Liabilit Aggregate - General Liability Onl	- ,	¢ 1 000 000		
25		У	\$ 1,000,000 \$ 3,000,000	\$	
	Separately stated in each P.I.P. I Minus \$ Deductible			- \$	
	Separately stated in each P.I.P. I Minus \$ Deductible	Endorsemen	t	- \$	
22	\$ 5,000			\$	
23,26,28,29	\$ 75,000			\$	
23,26,28,29	\$ 75,000			\$	
23,26,28,29	\$ 7,500			\$	
30				\$	
	SEE ITEM FIVE			\$	
30				\$	
				\$	
	SEE ITEM SIX		\$		
				\$	
	23,26,28,29 23,26,28,29 23,26,28,29 30	22 \$ 5,000 23,26,28,29 \$ 75,000 23,26,28,29 \$ 75,000 23,26,28,29 \$ 7,500 30 SEE ITEM FIVE	22 \$ 5,000 23,26,28,29 \$ 75,000 23,26,28,29 \$ 7,500 30 SEE ITEM FIVE 30 SEE ITEM SIX	22 \$ 5,000 23,26,28,29 \$ 75,000 23,26,28,29 \$ 7,500 30 SEE ITEM FIVE 30 SEE ITEM SIX	Minus \$   Deductible

Signature of Authorized Representative

**COPY** 



# Auto Dealer Policy AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Limit of Liability For Each Location		
	Comprehensive	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
046	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$
	Collision	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
047	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
048	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
				TOTAL PREMIUM	\$CONT.

PAGE 15 OF

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.

PRIMARY INSURANCE. If this box is checked; GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a covered "auto" and is primary insurance.

# **INSURED COPY**

AIM LEASING COMPANY DBA AIM NATIONALEASE 1500 TRUMBULL AVE GIRARD, OH 44420-3453



**ITEM TWO** 

# **Auto Dealers Policy** Change of Coverage Endorsement

Policy Number AC	CP GPA 30 3 7247293						
Named Insured AIN	AIM LEASING COMPANY						
& Mailing Address - SEE NAMED INSURED SCHEDULE							
150	00 TRUMBULL AVE						
GIF	RARD, OH 44420-3453						
Policy Period: From 08/	/01/2018 To:	08/01/2019	12:01 A.M.	Effective Date of This End	dorsement:		
Agent COTTINGHAM	1 & BUTLER INSURANCE		#14-33739	10/22/2018	12:01 A.M.		
Address DUBUQUE, IA	52004-0028						

(The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of said policy unless otherwise stated herein. Nothing					
herein contained shall beheld to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.					
IN CONSIDERATION OF An a	additional pi	remium o	<b>f\$</b> 0.00	A reduction in premium of \$	
It is agreed that ITEM TWO of the Declarations is	s amended	×	to read	to include as follows:	
ADDED CA2001P FOR FLEETNET AMERICA	-				

SCHEDULE OF COVERAGES AND COVERED AUTOS This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as

the Auto Dealers Coverage Form next	to the name of the coverage.	Entry of a symbol next to LIABILITY	provides coverage for "auto dealer	operations."
COVERAGES	COVERED AUTOS (Entry of one or more symbols from the COVERED AUTOS Section of the Auto Dealers Coverage Form shows which autos are covered autos)	THE MOST WE WILL ACCIDENT	PAY FOR ANY ONE	PREMIUM
LIABILITY 'Auto Dealer Operations"	21	Each "Accident" - Covered "Auto" C Each "Accident" - General Liability Aggregate - General Liability Only	Only \$ 1,000,000 \$ 3,000,000	\$
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)	25	Separately stated in each P.I.P. En Minus \$ Deductible	dorsement	- \$
Added P.I.P. (or equivalent No-Fault Coverage)		Separately stated in each P.I.P. En Minus \$ Deductible	\$	
MEDICAL PAYMENTS	22	\$ 5,000	\$	
JNINSURED MOTORISTS	23,26,28,29	\$ 75,000		\$
JNDERINSURED MOTORISTS When not included in uninsured notorists coverage)	23,26,28,29	\$ 75,000		\$
JM PD	23,26,28,29	\$ 7,500		\$
GARAGEKEEPERS COMPREHENSIVE	30			\$
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM FIVE		\$
GARAGEKEEPERS COLLISION COVERAGE	30			\$
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE				\$
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM SIX	\$	
PHYSICAL DAMAGE INSURANCE COLLISION COVERAGE				\$
FORMS AND ENDORSEMENTS CONTAI	NED IN THIS POLICY AT ITS INC		REMIUM FOR ENDORSEMENTS	\$
SEE FORM AD3522		E	STIMATED TOTAL PREMIUM	\$

Signature of Authorized Representative

# **COMMERCIAL AUTO** AD 35 22 03 16

# FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION

12614	(1105)	Special Continuation Provision
13614	(1185)	Special Continuation Provision
13803SC	(0708)	Schedule of Surcharges and Assessments
AC0436	(0910)	Amendment of Definition of Pollutants
AC2041	(0316)	Additional Insured – Primary and Non-
A C 2 1 0 7	(1001)	Contributory Endorsement
AC2107	(1001)	Ohio Underinsured Motorists Coverage – Bodily Injury
AC2111A	(0109)	Georgia Uninsured Motorists Coverage – Reduced By At-
A CO112NAD	(0206)	Fault Limits
AC2113MD	(0306)	Maryland Uninsured Motorists Coverage
AC2131	(0703)	Michigan Uninsured Motorists Coverage
AC2133	(1001)	Ohio Uninsured Motorists Coverage – Bodily Injury
AC2144A	(1115)	Indiana Uninsured Motorists Coverage BI/PD
AC2179	(0310)	Kentucky Underinsured Motorists Coverage
AC2192a	(0712)	Pennsylvania Uninsured Motorists Coverage – Non-
	(0-1-)	Stacked
AC2193a	(0712)	Pennsylvania Underinsured Motorists Coverage - Non-
		Stacked
AC2219	(0213)	Maryland Personal Injury Protection
AC2220	(0418)	Michigan Personal Injury Protection
AC3116	(1115)	Indiana Underinsured Motorists Coverage
AC3117	(1001)	Ohio Uninsured Motorists Coverage – Property Damage
AC7000	(0316)	Auto Medical Payments Amendment
AD2564	(0316)	Acts, Errors and Omissions Coverages
AD3501	(0316)	Dealers Extension Endorsement
AD3506	(0316)	Blanket Garagekeepers, Physical Damage Coverage
AD3513	(0316)	Dealers Replacement or Repairs
AD3514	(0316)	Broad Form Products/Work Performed
AD3522	(0316)	Blank Endorsement Form
CA0025	(1013)	Auto Dealers Coverage Form
CA0101	(1013)	Maryland Changes – Auto Dealers Coverage Form
CA0104	(0115)	Illinois Changes – Auto Dealers Coverage Form
CA0110	(0916)	Michigan Changes
CA0113	(1013)	Colorado Changes
CA0119	(1013)	Indiana Changes
CA0145	(1013)	Ohio Changes – Auto Dealers Coverage Form
CA0157	(0616)	Pennsylvania Changes – Auto Dealers Coverage Form
CA0163	(1013)	Georgia Changes – Auto Dealers Coverage Form
CA0164	(1013)	Kentucky Changes – Auto Dealers Coverage Form
CA0175	(1013)	Arizona Changes
CA0192	(1013)	Nevada Changes – Auto Dealers Coverage Form
CA0197	(1013)	Texas Changes – Auto Dealers Coverage Form
CA0215	(1013)	Maryland Cancellation Changes

CA0217	(1013)	Michigan Changes – Cancellation and Nonrenewal
CA0243	(1113)	Texas Changes – Cancellation and Nonrenewal
CA0270	(0118)	Illinois Changes – Cancellation and Nonrenewal
CA0301	(1013)	Deductible Liability Coverage
CA0440	(1013)	Colorado Auto Medical Payments Coverage
CA0444	(1013)	Waiver of Transfer of Rights
CA2001P(2)	(1013)	Lessor – Additional Insured and Loss Payee
CA2109	(1013)	Texas Uninsured/Underinsured Motorists Coverage
CA2126	(1013)	Colorado Uninsured Motorists Coverage – Property
		Damage
CA2127	(1013)	Nevada Uninsured Motorists Coverage
CA2130	(0115)	Illinois Uninsured Motorists Coverage
CA2138	(1013)	Illinois Underinsured Motorists Coverage
CA2139	(1013)	Arizona Uninsured Motorists Coverage
CA2140	(1013)	Arizona Underinsured Motorists Coverage
CA2150	(0717)	Colorado Uninsured Motorists Coverage
CA2153	(1013)	Illinois Uninsured Motorists Coverage – Property Damage
CA2176	(1013)	Kentucky Uninsured Motorists Coverage
CA2216	(1013)	Kentucky Personal Injury Protection
CA2221	(0394)	Coordination of PIP
CA2224	(1013)	Michigan Property Protection Coverage
CA2237	(1013)	Pennsylvania Basic First Party Benefit
CA2264	(1013)	Texas Personal Injury Protection Endorsement
CA2384	(1013)	Terrorism Exclusion
CA9903	(1013)	Auto Medical Payments Coverage
CA9910	(1013)	Drive Other Car Coverage
CA9944	(1013)	Loss Payable Clause
IL0017	(1198)	Common Policy Conditions
IL0021	(0702)	Nuclear Energy Liability Exclusion
IL0021	(0908)	Nuclear Energy Liability Exclusion
IL0110	(0907)	Nevada Changes – Concealment, Misrepresentation or Fraud
IL0115	(0110)	Nevada Changes – Domestic Partnership
IL0147	(0911)	Illinois Changes – Civil Union
IL0156	(1117)	Indiana Changes – Concealment, Misrepresentation or
		Fraud
IL0158	(0300)	Indiana Changes
IL0162	(1013)	Illinois Changes – Defense Costs
IL0169	(0907)	Colorado Changes – Concealment, Misrepresentation or
		Fraud
IL0228	(0907)	Colorado Changes – Cancellation and Nonrenewal
IL0244	(0907)	Ohio Changes – Cancellation and Nonrenewal
IL0246	(0907)	Pennsylvania Changes – Cancellation and Nonrenewal
IL0251	(0907)	Nevada Changes – Cancellation and Nonrenewal
IL0262	(0907)	Georgia Changes – Cancellation and Nonrenewal
IL0272	(0907)	Indiana Changes – Cancellation and Nonrenewal
IL7002 (2)	(0911)	Advance Notice of Cancellation

Page 2 of 3 AD XX XX XX XX

# AD XX XX XX XX

IN5187	(1204)	IL Coml Auto Policy Notice Hired & Non-Owned Auto
IN5207	(0407)	Changes in Pennsylvania Uninsured and Underinsured
		Motorists Coverage - Arbitration
IN5278	(1213)	Important Notice Fair Credit Reporting Act
IN5279	(0214)	Maryland Important Notice Regarding PIP and Premium
		Increase Coverage
IN7378	(0506)	Important Notice - Michigan
PA0209	(1013)	Ohio Changes – Cancellation and Nonrenewal
PA0216	(1013)	Maryland Changes – Cancellation and Nonrenewal
SP0002	(0916)	Signature Page (AMCO)

AD XX XX XX Page 3 of 3

**COMMERCIAL AUTO** AD 35 22 03 16

#### LOSS PAYABLE SCHEDULE

XTRA LEASE LLC 2150 NORTHBRIDGE AVE BALTIMORE, MD 21226-9319

MERCEDES BENZ FINANCIAL SERVICES LLC PO BOX 279319 **SACRAMENTO, CA 95827-9319** 

PREMIER TRAILER LEASING INC 751 FRANKFURST AVE BALTIMORE, MD 21226-1018

XTRA LEASE LLC 6943 RECOVERY RD LOUISVILLE, KY 40214-4539

REDLINE TOWING INC / REDLINE LEASING CORP. 347 MAIN ST DICKSON CITY, PA 18519

PACCAR LEASING COMPANY & PALMER LEASING, LLC 65 PARTNERSHIP WAY CINCINNATI, OH 45241

P.J.K. FOOD SERVICE, LLC DBA KEANY PRODUCE & GOURMET 3306-3310 75TH AVE LANDOVER, MD 20785

FLEETNET AMERICA 300 COMMERCE PO BOX 970 CHERRYVILLE NC 28021

COMMERCIAL AUTO CA 20 01P 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Policy Number: GPA 3037247293

Effective Date: 08/01/2018

Expiration Date: 08/01/2019

Named Insured: AIM LEASING COMPANY

Address: 1500 TRUMBULL AVE, GIRARD, OH 44420-3453

Additional Insured (Lessor): FLEETNET AMERICA

Address: 300 COMMERCE PO BOX 970, CHERRYVILLE NC 28021

Designation Or Description Of "Leased Autos": SEE AD3522 BLANK ENDORSEMENT

Coverages	Limit Of Insurance
Covered Autos Liability	\$1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$100,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible For Each Covered "Leased Auto"
Information required to con	nplete this Schedule, if not shown above, will be shown in the Declarations.

#### COMMERCIAL AUTO CA 20 01P 10 13

#### A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For a "leased auto" designated or described in the Schedule, the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You:
  - **b**. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- 3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

#### **B.** Loss Payable Clause

 We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

#### C. Cancellation

- 1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- 2. If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

#### E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

#### JOB TICKET

#### **APPLICATION INFORMATION**

**Job Name / Policy No:** ACP3037247293

**Application:** GARAGE ADDENDUM

**Sent by:** From CLPC – Kimberly Barton

**Process Date:** 01/30/2019

Pkg. Count \_\_1\_

**Place Tracking Label Here** 

#### **FINISH INFORMATION**

**Instructions:** Please mail all attached copies to the Agent.

PRINT:  $TRACK JOB IN --- PRINT \rightarrow DELIVER TO STAGING$ 

STAGING: Deliver to **AGENT MAIL (IC) ZONE 34,** for Garage Processing

#### REPRINTS / QUESTIONS - Please contact name listed above in the 'Sent By' field.

#### TRACKING INFORMATION

Job Name

\* 3 7 2 4 7 2 9 3 \*

**Account Code** 



**PWS2 Template** 



#### Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 77 of 560

#### **Job Ticket Field Descriptions**.

**Job Name / Policy No.** This field will the **policy number**. It will also server as the Job Name that will be used for tracking in PWS.

**Application**: GARAGE ADDENDUM (will not change)

**Sent By:** Person sending the request, contact information

**Process Date:** Date the job was sent to VPOM. (filled in by person creating the job.)

Pkg. Count: Used for tracking. Will always be '1'.

**Instructions:** This area will contain the instructions needed by Policy Assembly to merge the garage policy section with the

commercial policy.

**Barcoded Fields** 

**Job Name** Type in the <u>last 8 characters</u> of the Policy Number. Be sure to leave the leading and trailing asterisk (\*) on the policy

number.

**Account Code** Disbursement Code (will always be \*931005001\*)

PWS2 Template PWS2 assigned template ID. (will always be \*5233\* for Assembly jobs).

## **AGENT COPY**

14-33739

COTTINGHAM & BUTLER INSURANCE PO BOX 28 DUBUQUE, IA 52004-0028



**ITEM TWO** 

#### **Auto Dealers Policy** Change of Coverage Endorsement

Policy Number ACP GPA 30 3 7247293	
Named Insured AIM LEASING COMPANY	
& Mailing Address - SEE NAMED INSURED SCHEDULE	
1500 TRUMBULL AVE	
GIRARD, OH 44420-3453	
Policy Period: From 08/01/2018 To: 08/01/2019 12:01 A.M. Effective Date of This Endorser	nent:
Agent COTTINGHAM & BUTLER INSURANCE #14-33739 10/22/2018 12:0	1 A.M.
Address DUBUQUE, IA 52004-0028	

(The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to wh	hich it is attached and	d takes eff	ect as of the	e effective date of said policy unless otherwise stated he	erein. Nothing
herein contained shall beheld to vary, waive, alte	r, or extend any of th	ne terms, c	onditions, a	greements or declarations of the policy, other than as h	erein stated.
IN CONSIDERATION OF	An additional pre	emium of	<b>f\$</b> 0.00	A reduction in premium of \$	
It is agreed that ITEM TWO of the Declaration	ons is amended	×	to read	to include as follows:	
ADDED CA2001P FOR FLEETNET AMERICA	_				

SCHEDULE OF COVERAGES AND COVERED AUTOS

he Auto Dealers Coverage Form next		Entry of a symbol next to LIABILIT	Y provides coverage for "auto deale	er opera	ations."
COVERAGES	COVERED AUTOS (Entry of one or more symbols from the COVERED AUTOS Section of the Auto Dealers Coverage Form shows which autos are covered autos)	THE MOST WE WII	LIMIT LL PAY FOR ANY ONE NT OR LOSS		PREMIUM
IABILITY Auto Dealer Operations"	21	Each "Accident" - Covered "Auto" Each "Accident" - General Liabilit Aggregate - General Liability Only	y Only \$ 1,000,000 y \$ 3,000,000	\$	
PERSONAL INJURY PROTECTION or equivalent No-Fault Coverage)	25	Separately stated in each P.I.P. E Minus \$ Deductible	Endorsement	- \$	
Added P.I.P. or equivalent No-Fault Coverage)		Separately stated in each P.I.P. E Minus \$ Deductible	Endorsement	- \$	
MEDICAL PAYMENTS	22	\$ 5,000		\$	
ININSURED MOTORISTS	23,26,28,29	\$ 75,000		\$	
JNDERINSURED MOTORISTS When not included in uninsured notorists coverage)	23,26,28,29	\$ 75,000		\$	
JM PD	23,26,28,29	\$ 7,500		\$	
GARAGEKEEPERS COMPREHENSIVE	30			\$	
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM FIVE		\$	
GARAGEKEEPERS COLLISION COVERAGE	30			\$	
HYSICAL DAMAGE COMPREHENSIVE COVERAGE				\$	
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM SIX		\$	
HYSICAL DAMAGE INSURANCE COLLISION COVERAGE				\$	
ORMS AND ENDORSEMENTS CONTAI	NED IN THIS POLICY AT ITS INC		PREMIUM FOR ENDORSEMENTS	3 \$	
SEE FORM AD3522			ESTIMATED TOTAL PREMIUM	\$	

Signature of Authorized Representative

#### **COMMERCIAL AUTO** AD 35 22 03 16

#### FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION

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AD2564	(0316)	Acts, Errors and Omissions Coverages
AD3501	(0316)	Dealers Extension Endorsement
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CA2126	(1013)	Colorado Uninsured Motorists Coverage – Property
		Damage
CA2127	(1013)	Nevada Uninsured Motorists Coverage
CA2130	(0115)	Illinois Uninsured Motorists Coverage
CA2138	(1013)	Illinois Underinsured Motorists Coverage
CA2139	(1013)	Arizona Uninsured Motorists Coverage
CA2140	(1013)	Arizona Underinsured Motorists Coverage
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CA2384	(1013)	Terrorism Exclusion
CA9903	(1013)	Auto Medical Payments Coverage
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IL0115	(0110)	Nevada Changes – Domestic Partnership
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		Fraud
IL0228	(0907)	Colorado Changes – Cancellation and Nonrenewal
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IL0251	(0907)	Nevada Changes – Cancellation and Nonrenewal
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IL0272	(0907)	Indiana Changes – Cancellation and Nonrenewal
IL7002 (2)	(0911)	Advance Notice of Cancellation

Page 2 of 3 AD XX XX XX XX

#### AD XX XX XX XX

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SP0002	(0916)	Signature Page (AMCO)

AD XX XX XX Page 3 of 3

**COMMERCIAL AUTO** AD 35 22 03 16

#### LOSS PAYABLE SCHEDULE

XTRA LEASE LLC 2150 NORTHBRIDGE AVE BALTIMORE, MD 21226-9319

MERCEDES BENZ FINANCIAL SERVICES LLC PO BOX 279319 **SACRAMENTO, CA 95827-9319** 

PREMIER TRAILER LEASING INC 751 FRANKFURST AVE BALTIMORE, MD 21226-1018

XTRA LEASE LLC 6943 RECOVERY RD LOUISVILLE, KY 40214-4539

REDLINE TOWING INC / REDLINE LEASING CORP. 347 MAIN ST DICKSON CITY, PA 18519

PACCAR LEASING COMPANY & PALMER LEASING, LLC 65 PARTNERSHIP WAY CINCINNATI, OH 45241

P.J.K. FOOD SERVICE, LLC DBA KEANY PRODUCE & GOURMET 3306-3310 75TH AVE LANDOVER, MD 20785

FLEETNET AMERICA 300 COMMERCE PO BOX 970 CHERRYVILLE NC 28021

COMMERCIAL AUTO CA 20 01P 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Policy Number: GPA 3037247293

Effective Date: 08/01/2018

Expiration Date: 08/01/2019

Named Insured: AIM LEASING COMPANY

Address: 1500 TRUMBULL AVE, GIRARD, OH 44420-3453

Additional Insured (Lessor): FLEETNET AMERICA

Address: 300 COMMERCE PO BOX 970, CHERRYVILLE NC 28021

Designation Or Description Of "Leased Autos": SEE AD3522 BLANK ENDORSEMENT

Coverages	Limit Of Insurance
Covered Autos Liability	\$1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$100,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible For Each Covered "Leased Auto"
Information required to con	nplete this Schedule, if not shown above, will be shown in the Declarations.

#### COMMERCIAL AUTO CA 20 01P 10 13

#### A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For a "leased auto" designated or described in the Schedule, the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You:
  - **b**. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- 3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

#### **B.** Loss Payable Clause

 We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

#### C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- 2. If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

#### E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

#### JOB TICKET

#### APPLICATION INFORMATION

**Job Name / Policy No:** ACP3037247293

**Application:** GARAGE ADDENDUM

**Sent by:** From CLPC – Kimberly Barton

**Process Date:** 01/10/2019

Pkg. Count \_\_1\_\_

**Place Tracking Label Here** 

#### **FINISH INFORMATION**

**Instructions:** Please mail all attached copies to the Agent.

PRINT:  $TRACK JOB IN --- PRINT \rightarrow DELIVER TO STAGING$ 

STAGING: Deliver to **AGENT MAIL (IC) ZONE 34,** for Garage Processing

#### REPRINTS / QUESTIONS - Please contact name listed above in the 'Sent By' field.

#### TRACKING INFORMATION

Job Name

\* 3 7 2 4 7 2 9 3 \*

**Account Code** 



**PWS2 Template** 



#### Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 87 of 560

#### **Job Ticket Field Descriptions**.

**Job Name / Policy No.** This field will the **policy number**. It will also server as the Job Name that will be used for tracking in PWS.

**Application**: GARAGE ADDENDUM (will not change)

**Sent By:** Person sending the request, contact information

**Process Date:** Date the job was sent to VPOM. (filled in by person creating the job.)

Pkg. Count: Used for tracking. Will always be '1'.

**Instructions:** This area will contain the instructions needed by Policy Assembly to merge the garage policy section with the

commercial policy.

**Barcoded Fields** 

**Job Name** Type in the <u>last 8 characters</u> of the Policy Number. Be sure to leave the leading and trailing asterisk (\*) on the policy

number.

**Account Code** Disbursement Code (will always be \*931005001\*)

PWS2 Template PWS2 assigned template ID. (will always be \*5233\* for Assembly jobs).

## **AGENT COPY**

14-33739

COTTINGHAM & BUTLER INSURANCE PO BOX 28 DUBUQUE, IA 52004-0028



#### **Auto Dealers Policy** Change of Coverage Endorsement

ACP GPA 30 3 7247293				
AIM LEASING COMPAN	Y			
- SEE NAMED INSURED	SCHEDULE			
1500 TRUMBULL AVE				
GIRARD, OH 44420-3453	3			
08/01/2018	To: 08/01/2019	12:01 A.M.	Effective Date of TI	his Endorsement:
HAM & BUTLER INSURAN	CE	#14-33739	10/22/2018	12:01 A.M.
E, IA 52004-0028				
	AIM LEASING COMPANY - SEE NAMED INSURED 1500 TRUMBULL AVE GIRARD, OH 44420-3453 08/01/2018	AIM LEASING COMPANY - SEE NAMED INSURED SCHEDULE 1500 TRUMBULL AVE GIRARD, OH 44420-3453 08/01/2018 To: 08/01/2019 HAM & BUTLER INSURANCE	AIM LEASING COMPANY - SEE NAMED INSURED SCHEDULE 1500 TRUMBULL AVE GIRARD, OH 44420-3453  08/01/2018 To: 08/01/2019 12:01 A.M. HAM & BUTLER INSURANCE #14-33739	AIM LEASING COMPANY - SEE NAMED INSURED SCHEDULE 1500 TRUMBULL AVE GIRARD, OH 44420-3453  08/01/2018 To: 08/01/2019 12:01 A.M. Effective Date of TI HAM & BUTLER INSURANCE #14-33739 10/22/2018

(The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of said policy unless otherwise stated herein. Nothing herein contained shall beheld to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

IN CONSIDERATION OF

**ITEM TWO** 

An additional premium of \$ 50.00

A reduction in premium of \$

It is agreed that ITEM TWO of the Declarations is amended X

to read

SCHEDULE OF COVERAGES AND COVERED AUTOS

to include as follows:

ADDED WAIVER OF SUBROGATION, FLEETNET AMERICA, USING FORM CA0444 AND 30 DAY NOTICE OF CANCELLATION FORM IL7002.

covered "autos." "Autos" are shown	as covered "autos" for a partic	cular coverage by the entry of one		OVERED AUTOS section o
the Auto Dealers Coverage Form next	t to the name of the coverage.	Entry of a symbol next to LIABIL	ITY provides coverage for "auto deale	er operations."
COVERAGES	COVERED AUTOS (Entry of one or more symbols from the COVERED AUTOS Section of the Auto Dealers Coverage Form shows which autos are covered autos)	THE MOST WE W ACCIDE	LIMIT IILL PAY FOR ANY ONE ENT OR LOSS	PREMIUM
LIABILITY "Auto Dealer Operations"	21	Each "Accident" - Covered "Auto Each "Accident" - General Liabil Aggregate - General Liability Or	ity Only \$ 1,000,000 lly \$ 3,000,000	\$
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)	25	Separately stated in each P.I.P. Minus \$ Deductible		\$
Added P.I.P. (or equivalent No-Fault Coverage)		Separately stated in each P.I.P.  Minus \$ Deductible	Endorsement	\$
MEDICAL PAYMENTS	22	\$ 5,000		\$
UNINSURED MOTORISTS	23,26,28,29	\$ 75,000		\$
UNDERINSURED MOTORISTS (When not included in uninsured motorists coverage)	23,26,28,29	\$ 75,000		\$
UM PD	23,26,28,29	\$ 7,500		\$
GARAGEKEEPERS COMPREHENSIVE	30			\$
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM FIVE		\$
GARAGEKEEPERS COLLISION COVERAGE	30			\$
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE				\$
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM SIX		\$
PHYSICAL DAMAGE INSURANCE COLLISION COVERAGE				\$
FORMS AND ENDORSEMENTS CONTAI SEE FORM AD3522	NED IN THIS POLICY AT ITS INC	CEPTION	PREMIUM FOR ENDORSEMENTS ESTIMATED TOTAL PREMIUM	\$ \$

Signature of Authorized Representative

POLICY NUMBER:

COMMERCIAL AUTO CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

#### Name(s) Of Person(s) Or Organization(s):

FLEETNET AMERICA 300 COMMERCE DRIVE, PO BOX 970 CHERRYVILLE, NC 28021-0970

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

IL 70 02 09 11

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MERCANTILE UMBRELLA LIABILITY POLICY

#### **SCHEDULE**

Person(s) or Organization(s) VASCOR TRANSPORT LTD	Address 118 TRIPORT CIR, GEORGETOWN KY 40324-9619
P.J.K. FOOD SERVICE, LLC DBA KEANY PRODUCE &	3306-3310 75TH AVE, LANDOVER, MD 20785
GOURMET	
CAPITAL REPAIR & MAINTENANCE LLC	333 45TH AVE, MUNSTER, IN 46321-5802
FLEETNET AMERICA	300 COMMERCE PO BOX 970, CHERRYVILLE NC 28021

Number of Days Notice30
-------------------------

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

## **INSURED COPY**

AIM LEASING COMPANY DBA AIM NATIONALEASE 1500 TRUMBULL AVE GIRARD, OH 44420-3453



## Auto Dealers Policy Change of Coverage Endorsement

Policy Number	ACP GPA 30 3 7247293							
Named Insured	AIM LEASING COMPANY	AIM LEASING COMPANY						
& Mailing Address	- SEE NAMED INSURED SCHEDULE							
	1500 TRUMBULL AVE							
	GIRARD, OH 44420-3453							
Policy Period: From	08/01/2018 To:	08/01/2019	12:01 A.M.	Effective Date of This En	dorsement:			
Agent COTTINGHAM & BUTLER INSURANCE			#14-33739	10/22/2018	12:01 A.M.			
Address DUBUQUE	E, IA 52004-0028							

<sup>(</sup>The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of said policy unless otherwise stated herein. Nothing herein contained shall beheld to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

IN CONSIDERATION OF

**ITEM TWO** 

An additional premium of \$ 50.00

A reduction in premium of \$

It is agreed that ITEM TWO of the Declarations is amended

x to read

SCHEDULE OF COVERAGES AND COVERED AUTOS

to include as follows:

ADDED WAIVER OF SUBROGATION, FLEETNET AMERICA, USING FORM CA0444 AND 30 DAY NOTICE OF CANCELLATION FORM IL7002.

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as								
covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Auto Dealers Coverage Form next to the name of the coverage. Entry of a symbol next to LIABILITY provides coverage for "auto dealer operations."								
the Auto Dealers Coverage Form nex	· ·	Entry of a symbol next to LIABILITY	provides coverage for "auto dealer o	operations."				
COVERAGES	COVERED AUTOS (Entry of one or more symbols from the COVERED AUTOS Section of the Auto Dealers Coverage Form shows which autos are covered autos)	LIN THE MOST WE WILL ACCIDENT	PAY FOR ANY ONE OR LOSS	PREMIUM				
LIABILITY "Auto Dealer Operations"	21	Each "Accident" - Covered "Auto" C Each "Accident" - General Liability Aggregate - General Liability Only	Only \$ 1,000,000 \$ 3,000,000	\$				
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)	25	Separately stated in each P.I.P. En Minus \$ Deductible	dorsement	- \$				
Added P.I.P. (or equivalent No-Fault Coverage)		Separately stated in each P.I.P. En Minus \$ Deductible	dorsement	- \$				
MEDICAL PAYMENTS	22	\$ 5,000		\$				
UNINSURED MOTORISTS	23,26,28,29	\$ 75,000		\$				
UNDERINSURED MOTORISTS (When not included in uninsured motorists coverage)	23,26,28,29	\$ 75,000		\$				
UM PD	23,26,28,29	\$ 7,500		\$				
GARAGEKEEPERS COMPREHENSIVE	30	·		\$				
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM FIVE		\$				
GARAGEKEEPERS COLLISION COVERAGE	30			\$				
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE				\$				
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM SIX	\$					
PHYSICAL DAMAGE INSURANCE COLLISION COVERAGE				\$				
FORMS AND ENDORSEMENTS CONTAI SEE FORM AD3522	NED IN THIS POLICY AT ITS INC		REMIUM FOR ENDORSEMENTS STIMATED TOTAL PREMIUM	\$				

Signature of Authorized Representative

POLICY NUMBER:

COMMERCIAL AUTO CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

#### Name(s) Of Person(s) Or Organization(s):

FLEETNET AMERICA 300 COMMERCE DRIVE, PO BOX 970 CHERRYVILLE, NC 28021-0970

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

IL 70 02 09 11

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MERCANTILE UMBRELLA LIABILITY POLICY

#### **SCHEDULE**

Person(s) or Organization(s) VASCOR TRANSPORT LTD	Address 118 TRIPORT CIR, GEORGETOWN KY 40324-9619
P.J.K. FOOD SERVICE, LLC DBA KEANY PRODUCE &	3306-3310 75TH AVE, LANDOVER, MD 20785
GOURMET	
CAPITAL REPAIR & MAINTENANCE LLC	333 45TH AVE, MUNSTER, IN 46321-5802
FLEETNET AMERICA	300 COMMERCE PO BOX 970, CHERRYVILLE NC 28021

Number of Days Notice30
-------------------------

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

## **INSURED COPY**

AIM LEASING COMPANY DBA AIM NATIONALEASE 1500 TRUMBULL AVE GIRARD, OH 44420-3453



**ITEM TWO** 

## Auto Dealers Policy Change of Coverage Endorsement

ACP GPA 30 3 7247293							
AIM LEASING COMPANY							
- SEE NAMED INSURED S	- SEE NAMED INSURED SCHEDULE						
1500 TRUMBULL AVE							
GIRARD, OH 44420-3453							
08/01/2018	To: 08/01/2019		12:01 A.M.	Effective Date of This Er	ndorsement:		
HAM & BUTLER INSURANC	E		#14-33739	09/01/2018	12:01 A.M.		
E, IA 52004-0028							
	AIM LEASING COMPANY - SEE NAMED INSURED S 1500 TRUMBULL AVE GIRARD, OH 44420-3453 08/01/2018 HAM & BUTLER INSURANC	AIM LEASING COMPANY - SEE NAMED INSURED SCHEDULE 1500 TRUMBULL AVE GIRARD, OH 44420-3453 08/01/2018 To: 08/01/2019 HAM & BUTLER INSURANCE	AIM LEASING COMPANY - SEE NAMED INSURED SCHEDULE 1500 TRUMBULL AVE GIRARD, OH 44420-3453  08/01/2018 To: 08/01/2019  HAM & BUTLER INSURANCE	AIM LEASING COMPANY - SEE NAMED INSURED SCHEDULE 1500 TRUMBULL AVE GIRARD, OH 44420-3453  08/01/2018 To: 08/01/2019 12:01 A.M. HAM & BUTLER INSURANCE #14-33739	AIM LEASING COMPANY - SEE NAMED INSURED SCHEDULE 1500 TRUMBULL AVE GIRARD, OH 44420-3453  08/01/2018 To: 08/01/2019 12:01 A.M. Effective Date of This Er HAM & BUTLER INSURANCE #14-33739 09/01/2018		

(The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of said policy unless otherwise stated herein. Nothing herein contained shall beheld to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

riefelli contained shall beheld to vary, waive, alter, or extend any or the terms, conditions, agreements or declarations of the policy, other than as herein stated.								
IN CONSIDERATION OF	An additional pre	mium o	f \$	A reduction in premium of \$	1,426.00			
It is agreed that ITEM TWO of the Dec	arations is amended	X	to read	to include as follows:				
<b>DELETED LOCATION AT 9 30TH ST, PIT</b>	TSBURGH, PA 15201-150	1.						

SCHEDULE OF COVERAGES AND COVERED AUTOS

covered "autos." "Autos" are shown	as covered "autos" for a partic t to the name of the coverage.	cular coverage by the entry of one	ach of these coverages will apply only e or more of the symbols from the CO <sup>N</sup> TY provides coverage for "auto dealer	VERE	D AUTOS section of
COVERED AUTOS (Entry of one or more symbols from the COVERED AUTOS Section of the Auto Dealers Coverage Form shows which autos are covered autos)		LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS			PREMIUM
LIABILITY "Auto Dealer Operations"	21	Each "Accident" - Covered "Auto Each "Accident" - General Liabil Aggregate - General Liability On	ity Only \$ 1,000,000 lly \$ 3,000,000	\$	
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)	25	Separately stated in each P.I.P. Minus \$ Deductible		\$	
Added P.I.P. (or equivalent No-Fault Coverage)		Separately stated in each P.I.P. Minus \$ Deductible	Endorsement	\$	
MEDICAL PAYMENTS	22	\$ 5,000		\$	
UNINSURED MOTORISTS	23,26,28,29	\$ 75,000		\$	
UNDERINSURED MOTORISTS (When not included in uninsured motorists coverage)	23,26,28,29	\$ 75,000		\$	
UM PD	23,26,28,29	\$ 7,500		\$	
GARAGEKEEPERS COMPREHENSIVE	30			\$	
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM FIVE		\$	
GARAGEKEEPERS COLLISION COVERAGE	30			\$	
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE				\$	
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE	I SEE HEM SIX				
PHYSICAL DAMAGE INSURANCE COLLISION COVERAGE			PREMIUM FOR ENDORSEMENTS	\$	
FORMS AND ENDORSEMENTS CONTAI	\$				
SEE FORM AD3522	\$				

Signature of Authorized Representative

## Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 98 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THREE LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS													
Location				Addr									
No.					cation as Location	n No. 1)							
004	9 30TH ST, PITTSBUI				EFF 09/01/18								
005													
006													
ITEM FOUR  LIABILITY COVERAGES – PREMIUMS  Parties Premiums  Tatal Liability Premiums													
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium						
	Class I-A Employees Principals	1.00				<b>\$</b> 101.00	\$						
	Class I-B Employees All Others	0.40					_						
004	Class I-C Employees Regular Operators	0.60											
	Class II-Non-Employees Under Age 25	1.15											
	Class II-Non-Employees Age 25 or over	0.50											
	Class I-A Employees Principals	1.00				\$ 1,340.00	\$						
	Class I-B Employees All Others	0.40	12.000	4.800									
005	Class I-C Employees Regular Operators	0.60			4.800								
	Class II-Non-Employees Under Age 25	1.15											
	Class II-Non-Employees Age 25 or over	0.50											
	Class I-A Employees Principals	1.00	1.000	1.000		\$ 5,674.00	\$						
	Class I-B Employees All Others	0.40	13.000	5.200									
006	Class I-C Employees Regular Operators	0.60			6.200								
	Class II-Non-Employees Under Age 25	1.15											
	Class II-Non-Employees Age 25 and over	0.50											
			TOTAL P	REMIUM	CONT.	\$ CONT.	\$CONT.						

Definitions: Class I – Employees

PAGE 2 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

PODEC-1 (03-16) 00 COPY



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

EM THRE	<u>-</u>	LUCATI	UNS WHERE I		T GARAGE OPE	RATIONS					
Location	Address (list "vour" main business location No. 1)										
No.	(list "your" main business location as Location No. 1) 8125 WATTSBURG RD, ERIE, PA 16509										
047				704							
048	985 GLENDALE AVE				204 2720						
049 EM FOUR	4610 VANDENBERG	DR, NOR									
ITEM FOUR											
	·	Factor	of Persons	Units	Rating Units	Premium	Protection Premium				
	Class I-A Employees Principals	1.00				\$	\$				
	Class I-B Employees All Others	0.40	8.000	3.200							
047	Class I-C Employees Regular Operators	0.60			3.200						
	Class II-Non-Employees Under Age 25	1.15									
	Class II-Non-Employees Age 25 or over	0.50									
	Class I-A Employees Principals	1.00			0.800		\$				
	Class I-B Employees All Others	0.40	2.000	0.800							
048	Class I-C Employees Regular Operators	0.60									
	Class II-Non-Employees Under Age 25	1.15									
	Class II-Non-Employees Age 25 or over	0.50									
	Class I-A Employees Principals	1.00					\$				
	Class I-B Employees All Others	0.40	2.00	0.800							
049	Class I-C Employees Regular Operators	0.60			0.800						
	Class II-Non-Employees Under Age 25	1.15									
	Class II-Non-Employees Age 25 and over	0.50									

Definitions: Class I – Employees PAGE 16O€

A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".

- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".

NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.

2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

PODEC-1 (03-16) 00 COPY



## Auto Dealer Policy AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE	E GARAGEKEEPERS COVERAGES AND PREMIUMS							
LOCATION No.	Coverages		Lir	mit of Liability	For Each I	Location	Premium For Each Location	
	Comprehensive	\$	MINUS	\$	DEDU	CTIBLE FOR EACH COVERED "AUTO"		
004	Specified Causes of Loss	SUBJECT TO	\$	MAXIMUM EVENT.	DEDUCT	IBLE FOR ALL "LOSS" IN ANY ONE		
	Collision	\$	MINUS	\$	DEDU	CTIBLE FOR EACH COVERED "AUTO"		
	Comprehensive	\$ 225,000	MINUS	\$ 5,000	DEDU	CTIBLE FOR EACH COVERED "AUTO"		
005	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM EVENT.	DEDUCT	IBLE FOR ALL "LOSS" IN ANY ONE		
	Collision	\$ 225,000	MINUS	\$ 5,000	DEDU	CTIBLE FOR EACH COVERED "AUTO"		
	Comprehensive	\$ 300,000	MINUS	\$ 5,000	DEDU	CTIBLE FOR EACH COVERED "AUTO"		
006	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.				
	Collision	\$ 300,000	MINUS	\$ 5,000	DEDU	CTIBLE FOR EACH COVERED "AUTO"		
						TOTAL PREMIUM	\$CONT	

PAGE 2 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

Ш	EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
	"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
	covers your or any other "insured's" interest or the interest of the covered "auto's" owner.

PRIMARY INSURANCE. If this box is checked; GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a covered "auto" and is primary insurance.



## Auto Dealer Policy AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE	GARAGEKEEPERS COVERAGES AND PREMIUMS						
LOCATION No.	Coverages		Limit of Liability For Each Location				
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DED	OUCTIBLE FOR EACH COVERED "AUTO"	\$	
049	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUC EVENT.	CTIBLE FOR ALL "LOSS" IN ANY ONE	\$	
	Collision	\$ 225,000	MINUS	\$ 5,000 DED	UCTIBLE FOR EACH COVERED "AUTO"	\$	
	Comprehensive	\$	MINUS	\$ DED	OUCTIBLE FOR EACH COVERED "AUTO"	\$	
	Specified Causes of Loss	SUBJECT TO	\$	MAXIMUM DEDUC EVENT.	CTIBLE FOR ALL "LOSS" IN ANY ONE	\$	
	Collision	\$	MINUS	\$ DED	UCTIBLE FOR EACH COVERED "AUTO"	\$	
	Comprehensive	\$	MINUS	\$ DED	OUCTIBLE FOR EACH COVERED "AUTO"	\$	
	Specified Causes of Loss	SUBJECT TO	\$	MAXIMUM DEDUC EVENT.	CTIBLE FOR ALL "LOSS" IN ANY ONE	\$	
	Collision	\$	MINUS	\$ DED	UCTIBLE FOR EACH COVERED "AUTO"	\$	
	•	•			TOTAL PREMIUM	\$	

PAGE 16 OF1

 ${\sf GARAGEKEEPERS\ COVERAGE\ applies\ on\ a\ legal\ liability\ basis\ unless\ one\ of\ the\ Direct\ Coverage\ Options\ is\ indicated\ below\ by\ ``$ 

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.

PRIMARY INSURANCE. If this box is checked; GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a covered "auto" and is primary insurance.

#### Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 102 of 560



#### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 3037247293

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 4	Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS						
	Number of Plates	Rate Per Plate	Premium			
Uninsured Motorists			\$			
Underinsured Motorists			\$			
Uninsured Motorists Physical Damage			\$			

#### JOB TICKET

#### **APPLICATION INFORMATION**

**Job Name / Policy No:** ACP3037247293

**Application:** GARAGE ADDENDUM

**Sent by:** From CLPC – Kimberly Barton

**Process Date:** 10/15/2018

Pkg. Count \_\_1\_\_

**Place Tracking Label Here** 

#### **FINISH INFORMATION**

**Instructions:** Please mail all attached copies to the Agent.

PRINT:  $TRACK JOB IN --- PRINT \rightarrow DELIVER TO STAGING$ 

STAGING: Deliver to **AGENT MAIL (IC) ZONE 34,** for Garage Processing

#### REPRINTS / QUESTIONS - Please contact name listed above in the 'Sent By' field.

#### TRACKING INFORMATION

Job Name

\* 3 7 2 4 7 2 9 3 \*

**Account Code** 

\* 9 3 1 0 0 5 0 0 1 \*

**PWS2 Template** 

\* 5 2 3 3 \*

#### Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 104 of 560

#### **Job Ticket Field Descriptions**.

**Job Name / Policy No.** This field will the **policy number**. It will also server as the Job Name that will be used for tracking in PWS.

**Application**: GARAGE ADDENDUM (will not change)

**Sent By:** Person sending the request, contact information

**Process Date:** Date the job was sent to VPOM. (filled in by person creating the job.)

Pkg. Count: Used for tracking. Will always be '1'.

**Instructions:** This area will contain the instructions needed by Policy Assembly to merge the garage policy section with the

commercial policy.

**Barcoded Fields** 

**Job Name** Type in the <u>last 8 characters</u> of the Policy Number. Be sure to leave the leading and trailing asterisk (\*) on the policy

number.

**Account Code** Disbursement Code (will always be \*931005001\*)

**PWS2 Template** PWS2 assigned template ID. (will always be \*5233\* for Assembly jobs).

## **AGENT COPY**

14-33739

COTTINGHAM & BUTLER INSURANCE PO BOX 28 DUBUQUE, IA 52004-0028



**ITEM TWO** 

## Auto Dealers Policy Change of Coverage Endorsement

ACP GPA 30 3 7247293						
AIM LEASING COMPANY						
- SEE NAMED INSURED S	- SEE NAMED INSURED SCHEDULE					
1500 TRUMBULL AVE						
GIRARD, OH 44420-3453						
08/01/2018	To: 08/01/2019		12:01 A.M.	Effective Date of This Er	ndorsement:	
HAM & BUTLER INSURANC	E		#14-33739	09/01/2018	12:01 A.M.	
E, IA 52004-0028						
	AIM LEASING COMPANY - SEE NAMED INSURED S 1500 TRUMBULL AVE GIRARD, OH 44420-3453 08/01/2018 HAM & BUTLER INSURANC	AIM LEASING COMPANY - SEE NAMED INSURED SCHEDULE 1500 TRUMBULL AVE GIRARD, OH 44420-3453 08/01/2018 To: 08/01/2019 HAM & BUTLER INSURANCE	AIM LEASING COMPANY - SEE NAMED INSURED SCHEDULE 1500 TRUMBULL AVE GIRARD, OH 44420-3453  08/01/2018 To: 08/01/2019  HAM & BUTLER INSURANCE	AIM LEASING COMPANY - SEE NAMED INSURED SCHEDULE 1500 TRUMBULL AVE GIRARD, OH 44420-3453  08/01/2018 To: 08/01/2019 12:01 A.M. HAM & BUTLER INSURANCE #14-33739	AIM LEASING COMPANY - SEE NAMED INSURED SCHEDULE 1500 TRUMBULL AVE GIRARD, OH 44420-3453  08/01/2018 To: 08/01/2019 12:01 A.M. Effective Date of This Er HAM & BUTLER INSURANCE #14-33739 09/01/2018	

(The information above is required only when this endorsement is either issued or effective after the effective date of the policy.)

This endorsement forms a part of the policy to which it is attached and takes effect as of the effective date of said policy unless otherwise stated herein. Nothing herein contained shall beheld to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

herein contained shall beliefu to vary, warve,	alter, or exterior arry or trie	terris, t	Jonullions, agi	reements of declarations of the policy, other than as	nereni stateu.
IN CONSIDERATION OF	An additional prer	nium o	f \$	A reduction in premium of \$	1,426.00
It is agreed that ITEM TWO of the Decla	rations is amended	X	to read	to include as follows:	
DELETED LOCATION AT 9 30TH ST, PITT	SBURGH, PA 15201-1 <del>5</del> 01	1.			

SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those covera covered "autos." "Autos" are shown				
the Auto Dealers Coverage Form nex				
COVERAGES	COVERED AUTOS (Entry of one or more symbols from the COVERED AUTOS Section of the Auto Dealers Coverage Form shows which autos are covered autos)	THE MOST WE W ACCIDE	LIMIT /ILL PAY FOR ANY ONE ENT OR LOSS	PREMIUM
LIABILITY "Auto Dealer Operations"	21	Each "Accident" - Covered "Auto Each "Accident" - General Liabil Aggregate - General Liability Or	lity Only \$ 1,000,000 nly \$ 3,000,000	
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)	25	Separately stated in each P.I.P. Minus \$ Deductible		
Added P.I.P. (or equivalent No-Fault Coverage)		Separately stated in each P.I.P.  Minus \$ Deductible		
MEDICAL PAYMENTS	22	\$ 5,000		
UNINSURED MOTORISTS	23,26,28,29	<b>\$</b> 75,000		
UNDERINSURED MOTORISTS (When not included in uninsured motorists coverage)	23,26,28,29	\$ 75,000		
UM PD	23,26,28,29	\$ 7,500	-	
GARAGEKEEPERS COMPREHENSIVE	30			
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM FIVE		
GARAGEKEEPERS COLLISION COVERAGE	30			
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE PHYSICAL DAMAGE SPECIFIED				
CAUSES OF LOSS COVERAGE PHYSICAL DAMAGE INSURANCE		SEE ITEM SIX		
COLLISION COVERAGE				
FORMS AND ENDORSEMENTS CONTAI	NED IN THIS POLICY AT ITS INC	EPTION	PREMIUM FOR ENDORSEMENTS	
SEE FORM AD3522			ESTIMATED TOTAL PREMIUM	

Signature of Authorized Representative

## Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 107 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THR	EE	LOCATI	ONS WHERE Y	OU CONDUC	T GARAGE OPE	RATIONS				
Location Address										
No.	(list "your" main business location as Location No. 1)									
004										
005 25942 WOODLAWN AVE, ELKHART, IN 46514-3664										
006	16055 VAN DRUNEN	RD, SOU								
ITEM FOU	ITEM FOUR LIABILITY COVERAGES – PREMIUMS									
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium			
	Class I-A Employees Principals	1.00				<b>\$</b> 101.00	\$			
	Class I-B Employees All Others	0.40								
004	Class I-C Employees Regular Operators	0.60								
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 or over	0.50								
	Class I-A Employees Principals	1.00				\$ 1,340.00	\$			
	Class I-B Employees All Others	0.40	12.000	4.800						
005	Class I-C Employees Regular Operators	0.60			4.800					
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 or over	0.50								
	Class I-A Employees Principals	1.00	1.000	1.000		\$ 5,674.00	\$			
	Class I-B Employees All Others	0.40	13.000	5.200						
006	Class I-C Employees Regular Operators	0.60			6.200					
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 and over	0.50								
			TOTAL P	REMIUM	CONT.	\$ CONT.	\$CONT.			

Definitions: Class I – Employees PAGE 2 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

PODEC-1 (03-16) 00 COPY



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRI	E	LOCAT	ONS WHERE Y	OU CONDUC	T GARAGE OPE	RATIONS				
Location Address										
No.		(list "your" main business location as Location No. 1)								
047		8125 WATTSBURG RD, ERIE, PA 16509								
048	985 GLENDALE AVE				204 0700					
049	4610 VANDENBERG	DR, NOR								
ITEM FOU	Classes of Operators	Detina	Number		- PREMIUMS Total	l inhilit.	Dava and Injury			
	•	Rating Factor	of Persons	Rating Units	Rating Units	Liability Premium	Personal Injury Protection Premium			
	Class I-A Employees Principals	1.00				\$	\$			
	Class I-B Employees All Others	0.40	8.000	3.200						
047	Class I-C Employees Regular Operators	0.60			3.200					
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 or over	0.50								
	Class I-A Employees Principals	1.00				\$	\$			
	Class I-B Employees All Others	0.40	2.000	0.800						
048	Class I-C Employees Regular Operators	0.60			0.800					
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 or over	0.50								
	Class I-A Employees Principals	1.00				\$	\$			
	Class I-B Employees All Others	0.40	2.00	0.800						
049	Class I-C Employees Regular Operators	0.60			0.800					
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 and over	0.50								

**Definitions:** Class I - Employees

PAGE 160

- Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II - Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

PODEC-1 (03-16) 00 **COPY** 



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVER	RAGES AND PREMIUMS	
LOCATION No.	Coverages		Lir	mit of Liability	For Each Location	Premium For Each Location
	Comprehensive	\$	MINUS	\$	DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
004	Specified Causes of Loss	SUBJECT TO	\$	MAXIMUM EVENT.	DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE	\$
	Collision	\$	MINUS	\$	DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$ 225,000	MINUS	\$ 5,000	DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
005	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM EVENT.	DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE	\$
	Collision	\$ 225,000	MINUS	\$ 5,000	DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$ 300,000	MINUS	\$ 5,000	DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
006	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM EVENT.	DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE	\$
	Collision	\$ 300,000	MINUS	\$ 5,000	DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
					TOTAL PREMIUM	\$

PAGE 2 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES	S AND PREMIUMS	
LOCATION No.	Coverages		Lir	mit of Liability For Eac	ch Location	Premium For Each Location
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DED	DUCTIBLE FOR EACH COVERED "AUTO"	\$
049	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUC EVENT.	CTIBLE FOR ALL "LOSS" IN ANY ONE	\$
	Collision	\$ 225,000	MINUS	\$ 5,000 DED	DUCTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$	MINUS	\$ DED	DUCTIBLE FOR EACH COVERED "AUTO"	\$
	Specified Causes of Loss	SUBJECT TO	\$	MAXIMUM DEDUC EVENT.	CTIBLE FOR ALL "LOSS" IN ANY ONE	\$
	Collision	\$	MINUS	\$ DED	DUCTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$	MINUS	\$ DED	DUCTIBLE FOR EACH COVERED "AUTO"	\$
	Specified Causes of Loss	SUBJECT TO	\$	MAXIMUM DEDUC EVENT.	CTIBLE FOR ALL "LOSS" IN ANY ONE	\$
	Collision	\$	MINUS	\$ DED	DUCTIBLE FOR EACH COVERED "AUTO"	\$
					TOTAL PREMIUM	\$

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by "

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.

### Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 111 of 560



### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 3037247293

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 4	Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS								
	Number of Plates	Rate Per Plate	Premium					
Uninsured Motorists			\$					
Underinsured Motorists			\$					
Uninsured Motorists Physical Damage			\$					

### **INSURED COPY**

AIM LEASING COMPANY DBA AIM NATIONALEASE 1500 TRUMBULL AVE GIRARD, OH 44420-3453



### **Auto Dealers Policy Declarations** Items One and Two

	CLARATIONS MUST BE COM	PLETED BY THE ATTACHM	IENT OF A SUPPLEMENTARY SCHEDULI						
ITEM ONE POLICY NUM									
NAMED INSURED • AIM LEASING COMPANY - SEE NAMED INSURED SCHEDULE									
0.455									
& ADDRESS • 1500 TRUMBULL AVE									
Town & State • GIRARD, OH 44420-3453									
	Agent • COTTINGHAM & I	BUTLER INSURANCE							
Address Town and State • DUBUQUE IA 52004 #34-33739									
POLICY PERIOD:									
12:01 A.M. Standard Tin	ne at the Named								
Insured's Address state above. Covers FROM 08/01/2018 TO 08/01/2019									
	dividual Partnership		Joint Venture Other						
NAMED INSURED'S BUSINESS TR									
ITEM TWO		COVERAGES AND COVERE							
covered "autos." "Autos" are shown a	as covered "autos" for a particu	lar coverage by the entry of c	<ul> <li>Each of these coverages will apply only to one or more of the symbols from the COVEF ABILITY provides coverage for "auto dealer</li> </ul>	RED A	AUTOS Section of				
	COVERED AUTOS		LIMIT						
	(Entry of one or more symbols from the COVERED AUTOS								
COVERAGES	Section of the Auto Dealers Coverage Form shows which		VE WILL PAY FOR ANY ONE		PREMIUM				
	autos are covered autos)	AC	CIDENT OR LOSS						
LIABILITY		Each "Accident" - Covered							
"Auto Dealer Operations"	21	Each "Accident" - General L		\$					
'		Aggregate - General Liabilit							
PERSONAL INJURY PROTECTION	25	Separately stated in each P		\$					
(or equivalent No-Fault Coverage)	,	Minus \$ Deductil		ľ					
ADDED P.I.P.		Separately stated in each A	\$						
(or equivalent No-Fault Coverage)		Minus \$ Deductil	ble	Ľ					
MEDICAL PAYMENTS	22	\$ 5,000		\$					
UNINSURED MOTORISTS	23,26,28,29	\$ 75,000		\$					
UNDERINSURED MOTORISTS (when not included in uninsured		¢		\$					
motorists coverage)	23,26,28,29	\$ 75,000		à					
UM PD	23,26,28,29	\$ 7,500		\$					
GARAGEKEEPERS	30			ė					
COMPREHENSIVE COVERAGE	30			\$					
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		SEE ITEM FIVE		\$					
GARAGEKEEPERS				_					
GARAGEKEEPERS COLLISION COVERAGE  \$									
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE									
COMPREHENSIVE COVERAGE PHYSICAL DAMAGE									
CAUSES OF LOSS COVERAGE		SEE ITEM SIX							
PHYSICAL DAMAGE									
COLLISION COVERAGE	NEATHER IN THE BOLLOW	ITO INICEDITION	DDEMILIN FOR ENDORGENESITO	<u> </u>					
FORMS AND ENDORSEMENTS CO	NTAINED IN THIS POLICY AT	ITS INCEPTION	PREMIUM FOR ENDORSEMENTS	\$					
SEE ENDORSEMENT AD3522			ESTIMATED TOTAL PREMILIM	J @					

Renewal or Replacement No. ACP GPA 3027247293

Countersigned by

THESE DECLARATIONS TOGETHER WITH THE AUTO DEALERS POLICY PROVISIONS, SUPPLEMENTARY SCHEDULES AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 114 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE	OU CONDUC	T GARAGE OPE	RATIONS				
Location	Address (list "your" main business location as Location No. 1)									
No.					cation as Location	n No. 1)				
001	3000 AIRPORT RD,									
002	1500 TRUMBULL AV									
003	10 CHURCH ST, WH	EATLAND		0307 OVERAGES -	DDEMILIMO					
II EWI FOUR	Classes of Operators	Rating	Number	Rating	Total	Liability	Personal Injury			
	Classes of Operators	Factor	of Persons	Units	Rating Units	Premium	Protection Premium			
	Class I-A Employees Principals	1.00				\$				
	Class I-B Employees All Others	0.40	2.000	0.800						
001	Class I-C Employees Regular Operators	0.60			0.800					
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 or over	0.50								
	Class I-A Employees Principals	1.00	3.000	3.000		\$				
	Class I-B Employees All Others	0.40	81.000	32.400	35.400					
002	Class I-C Employees Regular Operators	0.60								
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 or over	0.50								
	Class I-A Employees Principals	1.00				\$				
	Class I-B Employees All Others	0.40	6.000	2.400						
003	Class I-C Employees Regular Operators	0.60			2.400					
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 and over	0.50								
			TOTAL F	REMIUM	CONT.	\$CONT.	\$CONT.			

Definitions: Class I – Employees PAGE 1 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 115 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THR	EE	LOCATI	ONS WHERE Y		T GARAGE OPE	RATIONS				
Location				Addr						
No.				ain business lo	ocation as Location	n No. 1)				
004	9 30TH ST, PITTSBU									
005	25942 WOODLAWN									
006	16055 VAN DRUNEN	RD, SOU								
ITEM FOUR LIABILITY COVERAGES – PREMIUMS										
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium			
	Class I-A Employees Principals	1.00	1.000	1.000		\$				
	Class I-B Employees All Others	0.40	6.000	2.400						
004	Class I-C Employees Regular Operators	0.60			3.400					
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 or over	0.50								
	Class I-A Employees Principals	1.00				\$				
	Class I-B Employees All Others	0.40	12.000	4.800						
005	Class I-C Employees Regular Operators	0.60			4.800					
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 or over	0.50								
	Class I-A Employees Principals	1.00	1.000	1.000		\$				
	Class I-B Employees All Others	0.40	13.000	5.200						
006	Class I-C Employees Regular Operators	0.60			6.200					
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 and over	0.50								
			TOTAL P	REMIUM	CONT.	\$CONT.	\$CONT.			

Definitions: Class I – Employees PAGE 2 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 116 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE	OU CONDUC	T GARAGE OPER	RATIONS				
Location	Address (list "your" main business location as Location No. 1)									
No.	0450 015 05 115 5					No. 1)				
800	8150 OLD GRANGER									
009	6993 SILVER CREST				,					
010	782 N INDUSTRIAL D	R, ELMH			DDEMILIMS					
ITEM FOUR         LIABILITY COVERAGES – PREMIUMS           Classes of Operators         Rating         Number         Rating         Total         Liability         Personal Injury										
	oldoses of operators	Factor	of Persons	Units	Rating Units	Premium	Protection Premium			
	Class I-A Employees Principals	1.00								
	Class I-B Employees All Others	0.40	16.000	6.400						
800	Class I-C Employees Regular Operators	0.60			6.400					
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 or over	0.50								
	Class I-A Employees Principals	1.00								
	Class I-B Employees All Others	0.40	5.000	2.000						
009	Class I-C Employees Regular Operators	0.60			2.000					
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 or over	0.50								
	Class I-A Employees Principals	1.00								
	Class I-B Employees All Others	0.40	31.000	12.400						
010	Class I-C Employees Regular Operators	0.60	1.000	0.600	13.000					
	Class II-Non-Employees Under Age 25	1.15								
	Class II-Non-Employees Age 25 and over	0.50								
			TOTAL F	PREMIUM	CONT.	\$CONT.	\$ CONT.			

Definitions: Class I – Employees PAGE 3 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
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# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 117 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE		T GARAGE OPE	RATIONS	
Location				Addr			
No.					ocation as Location	n No. 1)	
011	5926 W MONROE ST						
012	28610 HILDEBRAND						
013	960 W 48TH AVE, DE	NVER, C					
ITEM FOUR		T = 41		OVERAGES			
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium
	Class I-A Employees Principals	1.00	1.000	1.000			
	Class I-B Employees All Others	0.40	13.000	5.200			
011	Class I-C Employees Regular Operators	0.60			6.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					
	Class I-B Employees All Others	0.40	13.000	5.200			
012	Class I-C Employees Regular Operators	0.60			5.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00	2.000	2.000			
	Class I-B Employees All Others	0.40	14.000	5.600			
013	Class I-C Employees Regular Operators	0.60			7.600		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL F	PREMIUM	CONT.	\$CONT.	\$CONT.

Definitions: Class I – Employees PAGE 4 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
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Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.



\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE Y	OU CONDUC	T GARAGE OPE	RATIONS	
Location				Addı			
No.	4400 1444 55 41/5 11/5	N/EL ANIE			ocation as Location	n No. 1)	
014	4436 WARD AVE, LO				NF 4		
015	20311 HANNAN PKW						
016 ITEM FOUF	200 OVERLAND DR,	NORTH			- PREMIUMS		
TILWIT OUT	Classes of Operators	Rating	Number	Rating	Total	Liability	Personal Injury
	oldoood of operators	Factor	of Persons	Units	Rating Units	Premium	Protection Premium
	Class I-A Employees Principals	1.00				\$	\$
	Class I-B Employees All Others	0.40	7.000	2.800			
014	Class I-C Employees Regular Operators	0.60			2.800		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00				\$	\$
	Class I-B Employees All Others	0.40	15.000	6.000			
015	Class I-C Employees Regular Operators	0.60			6.000		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00				\$	\$
	Class I-B Employees All Others	0.40	3.000	1.200			
016	Class I-C Employees Regular Operators	0.60			1.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL P	REMIUM	CONT.	\$CONT.	\$CONT.

Definitions: Class I – Employees PAGE 5 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
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Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 119 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	EE	LOCATI	ONS WHERE Y		T GARAGE OPE	RATIONS	
Location				Addr			
No.				ain business l	ocation as Locatio	n No. 1)	
017	2500 LOVI RD, FREE						
018	1068 WHIPPLE CT, L						
019	200 IMPERIAL INDUS	STRIAL PA					
ITEM FOUR					- PREMIUMS		
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium
	Class I-A Employees Principals	1.00	1.000	1.000		\$	
	Class I-B Employees All Others	0.40	10.000	4.000			
017	Class I-C Employees Regular Operators	0.60			5.000		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00				\$	
	Class I-B Employees All Others	0.40	6.000	2.400			
018	Class I-C Employees Regular Operators	0.60			2.400		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00	1.000	1.000		\$	
	Class I-B Employees All Others	0.40	6.000	2.400			
019	Class I-C Employees Regular Operators	0.60			3.400		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
	·		TOTAL P	REMIUM	CONT.	\$CONT.	\$CONT.

Definitions: Class I – Employees PAGE 6 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
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# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 120 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE Y	OU CONDUC	T GARAGE OPE	RATIONS	
Location				Addr			
No.					ocation as Location	n No. 1)	
020	3334 BRUENING AVE						
021	8810 AMERICANA BL						
022 ITEM FOUR	13140 COUNTY ROA	D R, NAP			5 - PREMIUMS		
ITEM FOUL	Classes of Operators	Rating	Number	Rating	Total	Liability	Personal Injury
	·	Factor	of Persons	Units	Rating Units	Premium	Protection Premium
	Class I-A Employees Principals	1.00				<b>\$</b> 5 8 0	\$
	Class I-B Employees All Others	0.40	8.000	3.200			
020	Class I-C Employees Regular Operators	0.60			3.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00				<b>\$</b> 2,172 0	\$
	Class I-B Employees All Others	0.40	10.000	4.000			
021	Class I-C Employees Regular Operators	0.60	1.000	0.600	4.600		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00				<b>\$</b> 170 <b>0</b>	\$
	Class I-B Employees All Others	0.40	3.000	1.200			
022	Class I-C Employees Regular Operators	0.60			1.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL P	REMIUM	CONT.	\$ CO T.	\$CONT.

Definitions: Class I – Employees PAGE 7 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
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Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.



\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE Y	OU CONDUC	T GARAGE OPER	RATIONS	
Location				Addı			
No.	0.405 1415 =:=: =				ocation as Location	No. 1)	
023	6405 MURFIELD, HA						
024	4182 JANITROL RD,						
025 ITEM FOUF	4201 N 45TH AVE, PI	HOENIX, A			- PREMIUMS		
II EWI FOUR	Classes of Operators	Rating	Number	Rating	Total	Liability	Personal Injury
	Classes of Operators	Factor	of Persons	Units	Rating Units	Premium	Protection Premium
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	9.000	3.600			
023	Class I-C Employees Regular Operators	0.60			3.600		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	5.000	2.000	2.000		
024	Class I-C Employees Regular Operators	0.60					
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	13.000	5.200			
025	Class I-C Employees Regular Operators	0.60			5.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL P	REMIUM	CONT.	\$CONT.	\$CONT

Definitions: Class I – Employees PAGE 8 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
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Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.



\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE Y	OU CONDUC	T GARAGE OPER	RATIONS	
Location				Addı			
No.					ocation as Location	No. 1)	
026	2555 N NEVADA ST,						
027	5745 ANGOLA RD, T						
028 ITEM FOUF	700 E 107TH ST, CHI	CAGO, IL			- PREMIUMS		
II EWI FOUR	Classes of Operators	Rating	Number	Rating	Total	Liability	Personal Injury
	Classes of Operators	Factor	of Persons	Units	Rating Units	Premium	Protection Premium
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	8.000	3.200			
026	Class I-C Employees Regular Operators	0.60			3.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	7.000	2.800			
027	Class I-C Employees Regular Operators	0.60			2.800		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	6.000	2.400			
028	Class I-C Employees Regular Operators	0.60			2.400		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL P	REMIUM	CONT.	\$CONT.	\$CONT.

Definitions: Class I – Employees PAGE 9 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
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  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 123 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE		T GARAGE OPE	RATIONS	
Location				Addr			
No.					cation as Location	n No. 1)	
029	2908 E ANDY DEVIN				5		
030	315 E POLAND AVE,						
031	4944 BELMONT AVE	, YOUNG					
ITEM FOU				OVERAGES -		<b>T</b>	
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium
	Class I-A Employees Principals	1.00				\$	
	Class I-B Employees All Others	0.40	3.000	1.200			
029	Class I-C Employees Regular Operators	0.60			1.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00				\$	
	Class I-B Employees All Others	0.40	5.000	2.000			
030	Class I-C Employees Regular Operators	0.60			2.000		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00	4.000	4.000		\$	
	Class I-B Employees All Others	0.40	27.000	10.800			
031	Class I-C Employees Regular Operators	0.60			14.800		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL F	REMIUM	CONT.	\$CONT.	\$CONT.

Definitions: Class I – Employees

PAGE 10 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
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# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 124 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRI	EE	LOCATI	ONS WHERE Y		T GARAGE OPER	ATIONS							
Location		Address (list "your" main business location as Location No. 1)											
No.						No. 1)							
032	1182 ROUTE 61 HWY				5								
033	118 TRIPORT CIR, G												
034	7414 JEFFERSON ST	, HYATT											
ITEM FOU				OVERAGES -		1	_						
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium						
	Class I-A Employees Principals	1.00											
	Class I-B Employees All Others	0.40	2.000	0.800									
032	Class I-C Employees Regular Operators	0.60			0.800								
	Class II-Non-Employees Under Age 25	1.15											
	Class II-Non-Employees Age 25 or over	0.50											
	Class I-A Employees Principals	1.00											
	Class I-B Employees All Others	0.40	2.000	0.800									
033	Class I-C Employees Regular Operators	0.60			0.800								
	Class II-Non-Employees Under Age 25	1.15											
	Class II-Non-Employees Age 25 or over	0.50											
	Class I-A Employees Principals	1.00											
	Class I-B Employees All Others	0.40	8.000	3.200									
034	Class I-C Employees Regular Operators	0.60			3.200								
	Class II-Non-Employees Under Age 25	1.15											
	Class II-Non-Employees Age 25 and over	0.50											
			TOTAL P	PREMIUM	CONT.	\$CONT.	\$CONT.						

Definitions: Class I – Employees PAGE 11 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
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\*POLICY NUMBER ACP GPA 30 3 7247293

036 3 037 7 EM FOUR  Cla Prii Cla All 035 Cla Re Cla Un Cla	2975 OLD OAKWOOD 333 W 14TH ST, INDIA 7555 GRANGER RD S Classes of Operators  ass I-A Employees rincipals ass I-B Employees I Others ass I-C Employees egular Operators	ANAPOLI	NESVILLE, ( S, IN 46202- CLEVELAND	GA 30504-5 2204 ), OH 4412	ocation as Location 5869	Liability Premium	Personal Injury Protection
035 2 036 3 037 7  EM FOUR  Cla Prii Cla All 035 Cla Re Cla Un Cla	333 W 14TH ST, INDIA 7555 GRANGER RD S Classes of Operators  lass I-A Employees rincipals lass I-B Employees I Others lass I-C Employees egular Operators	Rating Factor	NESVILLE, ( S, IN 46202- CLEVELAND LIABILITY C Number	GA 30504-5 2204 D, OH 44125 OVERAGES Rating	5869 5-4818 — PREMIUMS Total Rating	Liability	Protection
036 3 037 7 EM FOUR  Cla Prii Cla All 035 Cla Re Cla Un Cla	333 W 14TH ST, INDIA 7555 GRANGER RD S Classes of Operators  lass I-A Employees rincipals lass I-B Employees I Others lass I-C Employees egular Operators	Rating Factor	S, IN 46202- CLEVELAND LIABILITY C Number	2204 D, OH 44125 OVERAGES Rating	5-4818 - PREMIUMS Total Rating		Protection
O37 7 TEM FOUR  Cla Prii Cla All O35 Cla Re Cla Un Cla	7555 GRANGER RD S  Classes of Operators  lass I-A Employees rincipals lass I-B Employees I Others lass I-C Employees egular Operators	Rating Factor	CLEVELAND LIABILITY C Number	O, OH 44125 OVERAGES Rating	- PREMIUMS Total Rating		Protection
Cla Pri Cla All 035 Cla Re Cla Un	Classes of Operators  ass I-A Employees rincipals ass I-B Employees I Others ass I-C Employees egular Operators	Rating Factor	LIABILITY C Number	OVERAGES Rating	- PREMIUMS Total Rating		Protection
Cla Prii Cla All 035 Cla Re Cla Un	lass I-A Employees rincipals lass I-B Employees I Others lass I-C Employees egular Operators	Factor 1.00	Number	Rating	Total Rating		Protection
Cla Prii Cla All 035 Cla Re Cla Un	lass I-A Employees rincipals lass I-B Employees I Others lass I-C Employees egular Operators	Factor 1.00			Rating		Protection
O35 Cla Re Cla Un Cla	rincipals  lass I-B Employees I Others lass I-C Employees egular Operators				Jillo		Premium
035 All Clarke Clarke Un Clarke	l Others lass I-C Employees egular Operators	0.40				\$	\$
Re Cla Un	egular Operators		7.000	2.800			
Un Cla		0.60			2.800		
	ass II-Non-Employees nder Age 25	1.15					
Age	ass II-Non-Employees ge 25 or over	0.50					
Pri	ass I-A Employees rincipals	1.00				\$	\$
	ass I-B Employees I Others	0.40	3.000	1.200			
	lass I-C Employees egular Operators	0.60			1.200		
	ass II-Non-Employees nder Age 25	1.15					
	ass II-Non-Employees ge 25 or over	0.50					
	ass I-A Employees rincipals	1.00				\$	\$
All	ass I-B Employees I Others	0.40	2.000	0.800			
	lass I-C Employees egular Operators	0.60			0.800		
	lass II-Non-Employees nder Age 25	1.15					
	ass II-Non-Employees ge 25 and over	0.50					

Definitions: Class I – Employees PAGE 12 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.



\*POLICY NUMBER ACP GPA 30 3 7247293

TEM THRE	:E	LOCATI	ONS WHERE Y		T GARAGE OPER	ATIONS	
Location			/II / // "	Addr		N. 43	
No.	5000 E 50TH AVE. 0	01414504			ocation as Location	No. 1)	
038	5333 E 58TH AVE, C			80022-380	4		
039	598 E 20TH ST, YUM	A, AZ 853	365-2401				
040	333 45TH AVE, MUN	ISTER, IN		01/504.050	DDEMIIIMO		
TEM FOUR		Detino			- PREMIUMS	1 :-1:11:4 .	Dama and Indiana
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	1.000	0.400			
038	Class I-C Employees Regular Operators	0.60			0.400		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	1.000	0.400			
039	Class I-C Employees Regular Operators	0.60			0.400		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	8.000	3.200			
040	Class I-C Employees Regular Operators	0.60			3.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL P	REMIUM	CONT.	\$CONT.	\$CONT.

Definitions: Class I – Employees PAGE 13 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.



\*POLICY NUMBER ACP GPA 30 3 7247293

Location			ONO WILLIAM I		T GARAGE OPER	0.1110110						
		Address (list "your" main business location as Location No. 1)										
No.					ocation as Location	No. 1)						
041	1250 LAKESIDE DR,											
042	5200 E 78TH AVE, C			30022-1460								
043	203 HUNT ST, DELP	HOS, OH		0)/504050	DDE1411140							
EM FOUR		I D.C.			- PREMIUMS	12.1.99	D 11.1					
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium					
	Class I-A Employees Principals	1.00					\$					
	Class I-B Employees All Others	0.40	8.000	3.200								
041	Class I-C Employees Regular Operators	0.60			3.200							
	Class II-Non-Employees Under Age 25	1.15										
-	Class II-Non-Employees Age 25 or over	0.50										
	Class I-A Employees Principals	1.00					\$					
	Class I-B Employees All Others	0.40										
042	Class I-C Employees Regular Operators	0.60	3.000	1.800	1.800							
	Class II-Non-Employees Under Age 25	1.15										
	Class II-Non-Employees Age 25 or over	0.50										
	Class I-A Employees Principals	1.00					\$					
	Class I-B Employees All Others	0.40										
043	Class I-C Employees Regular Operators	0.60	1.000	0.600	0.600							
	Class II-Non-Employees Under Age 25	1.15										
	Class II-Non-Employees Age 25 and over	0.50										

Definitions: Class I – Employees PAGE 14 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.



\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	<u> </u>	LOCATI	ONS WHERE Y	OU CONDUC	T GARAGE OPE	RATIONS	
Location				Addr	ess		
No.					cation as Location	n No. 1)	
044	324 FOURTH AVE, TI	FFIN, OH	44883-1227				
045	87 ONTARIO ST, NO						
046	3306-3310 W 75TH, L	ANDOVE					
ITEM FOUR				OVERAGES -			
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40					
044	Class I-C Employees Regular Operators	0.60	2.000	1.200	1.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40					
045	Class I-C Employees Regular Operators	0.60	2.000	1.200	1.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00				\$INCL	\$ INCL
	Class I-B Employees All Others	0.40					
046	Class I-C Employees Regular Operators	0.60			INCL		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL P	REMIUM	CONT.	\$ CONT.	\$CONT.

Definitions: Class I – Employees PAGE 15 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.



\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE	OU CONDUC	T GARAGE OPE	RATIONS							
Location		Address (list "your" main business location as Location No. 1)											
No.				ain business l	ocation as Location	n No. 1)							
047	8125 WATTSBURG F												
048	985 GLENDALE AVE												
049	4610 VANDENBERG	DR, NOR											
ITEM FOUR		•			- PREMIUMS								
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium						
	Class I-A Employees Principals	1.00				\$							
	Class I-B Employees All Others	0.40	8.000	3.200									
047	Class I-C Employees Regular Operators	0.60			3.200								
	Class II-Non-Employees Under Age 25	1.15											
	Class II-Non-Employees Age 25 or over	0.50											
	Class I-A Employees Principals	1.00											
	Class I-B Employees All Others	0.40	2.000	0.800									
048	Class I-C Employees Regular Operators	0.60			0.800								
	Class II-Non-Employees Under Age 25	1.15											
	Class II-Non-Employees Age 25 or over	0.50											
	Class I-A Employees Principals	1.00											
	Class I-B Employees All Others	0.40	2.00	0.800									
049	Class I-C Employees Regular Operators	0.60			0.800								
	Class II-Non-Employees Under Age 25	1.15											
	Class II-Non-Employees Age 25 and over	0.50											
			TOTAL F	REMIUM	186.800								

Definitions: Class I – Employees PAGE 16O€

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
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  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Lir	nit of Liability For Each Location	Premium For Each Location
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
001	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$ 600,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
002	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$
	Collision	\$ 600,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
003	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
				TOTAL PREMIUM	\$CONT.

PAGE 1 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

Ш	EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
	"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
	covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G/	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Lir	nit of Liability For Each Location	Premium For Each Location
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
004	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
005	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
006	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
				TOTAL PREMIUM	

PAGE 2 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Lir	nit of Liability For Each Location	Premium For Each Location
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
008	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
009	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 600,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
010	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 600,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
				TOTAL PREMIUM	

PAGE 3 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

Ш	EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
	"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
	covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Lir	nit of Liability For Each Location	Premium For Each Location
	Comprehensive	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO	0"
011	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY OF EVENT.	NE
	Collision	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO	O"
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO	O"
012	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY OF EVENT.	NE
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO	O"
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO	O"
013	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY OF EVENT.	NE
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO	O"
				TOTAL PREMIU	ML

PAGE 4 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Lir	nit of Liability For Each Location	Premium For Each Location
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
014	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
015	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
016	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
				TOTAL PREMIUM	\$

PAGE 5 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

Ш	EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
	"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
	covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Lir	nit of Liability For Each Location	Premium For Each Location
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
017	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
018	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
019	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$
				TOTAL PREMIUM	\$

PAGE 6 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Lir	nit of Liability For Each Location	Premium For Each Location
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
020	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	5
	Comprehensive	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
021	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
022	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	8
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
				TOTAL PREMIUM \$	

PAGE 7 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

Ш	EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
	"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
	covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G/	ARAGEKEEP	ERS COVERAGES A	AND PREMIUMS	
LOCATION No.	Coverages		Lir	nit of Liability For Each I	Location	Premium For Each Location
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDU	CTIBLE FOR EACH COVERED "AUTO"	\$
023	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCT EVENT.	IBLE FOR ALL "LOSS" IN ANY ONE	\$
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDU	CTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDU	CTIBLE FOR EACH COVERED "AUTO"	\$
024	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCT EVENT.	IBLE FOR ALL "LOSS" IN ANY ONE	\$
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDU	CTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$ 450,000	MINUS	\$ 5,000 DEDU	CTIBLE FOR EACH COVERED "AUTO"	\$
025	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCT EVENT.	IBLE FOR ALL "LOSS" IN ANY ONE	\$
	Collision	\$ 450,000	MINUS	\$ 5,000 DEDU	CTIBLE FOR EACH COVERED "AUTO"	\$
					TOTAL PREMIUM	\$

PAGE 8 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

Ш	EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
	"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
	covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Lir	nit of Liability For Each Location	Premium For Each Location
	Comprehensive	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
026	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
027	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
028	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
				TOTAL PREMIUM	

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

Ш	EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
	"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
	covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Lir	mit of Liability For Each Location Premium For Each Locati	ion
	Comprehensive	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
029	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
030	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
032	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
	•			TOTAL PREMIUM \$	

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### DIRECT COVERAGE OPTIONS

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Lir	IIII OI LIADIIIIV FOI EACII LOCAIIOII	mium Location
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
033	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
034	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
035	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO" \$	
	,			TOTAL PREMIUM \$	

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G/	ARAGEKEEP	ERS COVERAGES AND PREMIUMS
LOCATION No.	Coverages		Lir	nit of Liability For Each Location Premium For Each Location
	Comprehensive	\$ 1,200,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"
036	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.
	Collision	\$ 1,200,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"
038	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"
039	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"
				TOTAL PREMIUM

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by "

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G/	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Lir	nit of Liability For Each Location	Premium cation
	Comprehensive	\$ 600,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
040	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 600,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 180,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
041	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 180,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 600,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
042	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 600,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
				TOTAL PREMIUM	

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Lir	nit of Liability For Each Location	Premium For Each Location
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
043	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
044	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
045	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
				TOTAL PREMIUM	

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by "

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Lir	nit of Liability For Each Location	Premium For Each Location
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
046	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
047	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
048	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
				TOTAL PREMIUM	

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



# Auto Dealer Policy AUTO DEALERS' SUPPLEMENTARY SCHEDULE

\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE	GARAGEKEEPERS COVERAGES AND PREMIUMS					
LOCATION No.	Coverages	Limit of Liability For Each Location			Premium For Each Location	
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDU	JCTIBLE FOR EACH COVERED "AUTO"	\$
049	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCT EVENT.	TIBLE FOR ALL "LOSS" IN ANY ONE	\$
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDU	JCTIBLE FOR EACH COVERED "AUTO"	\$ 1
	Comprehensive	\$	MINUS	\$ DEDU	JCTIBLE FOR EACH COVERED "AUTO"	\$
	Specified Causes of Loss	SUBJECT TO	\$	MAXIMUM DEDUCT EVENT.	TIBLE FOR ALL "LOSS" IN ANY ONE	\$
	Collision	\$	MINUS	\$ DEDU	JCTIBLE FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$	MINUS	\$ DEDU	JCTIBLE FOR EACH COVERED "AUTO"	\$
	Specified Causes of Loss	SUBJECT TO	\$	MAXIMUM DEDUCT EVENT.	TIBLE FOR ALL "LOSS" IN ANY ONE	\$
	Collision	\$	MINUS	\$ DEDU	JCTIBLE FOR EACH COVERED "AUTO"	\$
					TOTAL PREMIUM	\$1

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by "

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.

PRIMARY INSURANCE. If this box is checked; GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a covered "auto" and is primary insurance.

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 1	Locations and Operations Medical Payments Premium equals 1.07 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists	1	112.946		
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 2	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NO	N-FRANCHISED DEALER ON	Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premiu	um
Uninsured Motorists	6	9.215		
Underinsured Motorists	6	4.437		
Uninsured Motorists Physical Damage	6	4.750		

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals	\$
Payments (Does not apply to bodily injury caused by any auto) LOC 3	2.32 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NO	N-FRANCHISED DEALER ON	Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS					
	Number of Plates	Rate Per Plate	Premium		
Uninsured Motorists	1	15.020			
Underinsured Motorists	1	12.113			
Uninsured Motorists Physical Damage					

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical Payments (Does not apply to bodily injury	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	\$
caused by any auto) LOC 4 Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical Payments (Does not apply to bodily injury	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals	\$
caused by any auto)	% of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 5	Locations and Operations and Auto Medical Payments Premium equals 7.62 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NO	N-FRANCHISED DEALER ON	Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS	COVERAGE – PREMIU	MS	
	Number of Plates	Rate Per Plate	<u>Pre</u> mium
Uninsured Motorists	1	19.200	
Underinsured Motorists	1	5.195	
Uninsured Motorists Physical Damage			

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 6	Locations and Operations and Auto Medical Payments Premium equals 7.02 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NO	N-FRANCHISED DEALER ON	Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORIST	S COVERAGE – PREMIUMS		
	Number of Plates	Rate Per Plate	um
Uninsured Motorists	8	17.898	
Underinsured Motorists	8	4.427	
Uninsured Motorists Physical Damage	8	4.750	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals	\$
Payments (Does not apply to bodily injury caused by any auto)	% of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 8	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVERY OF AUTOS - NON-FRANCHISED DEALER ONLY				
Number of Driver Trips	Rate	Premium		
51-200 miles		\$		
Over 200 miles		\$		
		\$		

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists	4	9.215		
Underinsured Motorists	4	4.437		
Uninsured Motorists Physical Damage	4	4.750		

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 9	Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

## Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 154 of 560



### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 10	Locations and Operations and Auto Medical Payments Premium equals 7.02 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 11	Locations and Operations and Auto Medical Payments Premium equals 6.79 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS (	COVERAGE – PREMIL	JMS	
	Number of Plates	Rate Per Plate	nium
Uninsured Motorists	1	27.664	
Underinsured Motorists	1	23.351	
Uninsured Motorists Physical Damage			

## Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 156 of 560



### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 12	Locations and Operations Medical Payments Premium equals 1.95 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 13	Locations and Operations and Auto Medical Payments Premium equals 6.25 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NO	N-FRANCHISED DEALER ON	Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS CO	OVERAGE – PREMIL	JMS	
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists	1	33.412	
Underinsured Motorists			
Uninsured Motorists Physical Damage	1	20.549	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical Payments (Does not apply to bodily injury	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
caused by any auto) Locations and Operations and Auto Medical Payments LOC 14	Locations and Operations and Auto Medical Payments Premium equals 6.25 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 15	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NO	N-FRANCHISED DEALER ON	Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 16	Locations and Operations and Auto Medical Payments Premium equals 7.02 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 17	Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVERY OF AUTOS - NON-FRANCHISED DEALER ONLY				
Number of Driver Trips	Rate	Premium		
51-200 miles		\$		
Over 200 miles		\$		
		\$		

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 18	Locations and Operations Medical Payments Premium equals 2.85 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NO	N-FRANCHISED DEALER ON	Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	<u>Pr</u> emium	
Uninsured Motorists	1	17.186	\$	
Underinsured Motorists	1	26.334	\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 19	Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 20	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 21	Locations and Operations and Auto Medical Payments Premium equals 7.62 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 22	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 23	Locations and Operations and Auto Medical Payments Premium equals 7.02 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
	_	\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals	\$
Payments (Does not apply to bodily injury caused by any auto)	% of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 24	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 25	Locations and Operations and Auto Medical Payments Premium equals 6.79 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NO	N-FRANCHISED DEALER ON	Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 26	Locations and Operations and Auto Medical Payments Premium equals 6.79 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 27	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NO	N-FRANCHISED DEALER ON	Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS O	OVERAGE – PREMIL	JMS	
	Number of Plates	Rate Per Plate	ium
Uninsured Motorists	1	9.215	
Underinsured Motorists	1	4.437	
Uninsured Motorists Physical Damage			

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 28	Locations and Operations and Auto Medical Payments Premium equals 7.02 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
	_	\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 29	Locations and Operations and Auto Medical Payments Premiun equals 6.79 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ONI	.Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS O	OVERAGE – PREMIL	JMS	
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 30	Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS O	OVERAGE – PREMIL	JMS	
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 31	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS C	OVERAGE – PREMIL	JMS	
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 32	Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS O	OVERAGE – PREMIL	JMS	
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 33	Locations and Operations Medical Payments Premium equals 2.85 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 34	Locations and Operations Medical Payments Premium equals 1.18 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premiu	ım
Uninsured Motorists	3	41.943		
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 35	Locations and Operations and Auto Medical Payments Premium equals 6.57 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	N-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 36	Locations and Operations and Auto Medical Payments Premium equals 7.62 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 37	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 38	Locations and Operations and Auto Medical Payments Premium equals 6.25 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 39	Locations and Operations and Auto Medical Payments Premium equals 6.79 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals	\$
Payments (Does not apply to bodily injury caused by any auto)	% of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 40	Locations and Operations and Auto Medical Payments Premium equals 7.62 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 41	Locations and Operations and Auto Medical Payments Premium equals 7.02 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 42	Locations and Operations and Auto Medical Payments Premium equals 6.25 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 43	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 44	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 45	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 46	Locations and Operations Medical Payments Premium equals 1.18 % of the Liability Premium	\$ INCL.
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 47	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ONI	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 48	Locations and Operations and Auto Medical Payments Premium equals 5.12 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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# Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 48	Locations and Operations and Auto Medical Payments Premium equals 5.12 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVERY OF AUTOS - NON-FRANCHISED DEALER ONLY			
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS O	OVERAGE – PREMIL	JMS	
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

### **COMMERCIAL AUTO** AD 35 22 03 16

### FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION

12614	(1105)	Special Continuation Provision
13614	(1185)	Special Continuation Provision
13803SC	(0708)	Schedule of Surcharges and Assessments
AC0436	(0910)	Amendment of Definition of Pollutants
AC2041	(0316)	Additional Insured – Primary and Non-
A C 2 1 0 7	(1001)	Contributory Endorsement
AC2107	(1001)	Ohio Underinsured Motorists Coverage – Bodily Injury
AC2111A	(0109)	Georgia Uninsured Motorists Coverage – Reduced By At-
A CO112NAD	(0206)	Fault Limits
AC2113MD	(0306)	Maryland Uninsured Motorists Coverage
AC2131	(0703)	Michigan Uninsured Motorists Coverage
AC2133	(1001)	Ohio Uninsured Motorists Coverage – Bodily Injury
AC2144A	(1115)	Indiana Uninsured Motorists Coverage BI/PD
AC2179	(0310)	Kentucky Underinsured Motorists Coverage
AC2192a	(0712)	Pennsylvania Uninsured Motorists Coverage – Non-
	(0-1-)	Stacked
AC2193a	(0712)	Pennsylvania Underinsured Motorists Coverage - Non-
		Stacked
AC2219	(0213)	Maryland Personal Injury Protection
AC2220	(0418)	Michigan Personal Injury Protection
AC3116	(1115)	Indiana Underinsured Motorists Coverage
AC3117	(1001)	Ohio Uninsured Motorists Coverage – Property Damage
AC7000	(0316)	Auto Medical Payments Amendment
AD2564	(0316)	Acts, Errors and Omissions Coverages
AD3501	(0316)	Dealers Extension Endorsement
AD3506	(0316)	Blanket Garagekeepers, Physical Damage Coverage
AD3513	(0316)	Dealers Replacement or Repairs
AD3514	(0316)	Broad Form Products/Work Performed
AD3522	(0316)	Blank Endorsement Form
CA0025	(1013)	Auto Dealers Coverage Form
CA0101	(1013)	Maryland Changes – Auto Dealers Coverage Form
CA0104	(0115)	Illinois Changes – Auto Dealers Coverage Form
CA0110	(0916)	Michigan Changes
CA0113	(1013)	Colorado Changes
CA0119	(1013)	Indiana Changes
CA0145	(1013)	Ohio Changes – Auto Dealers Coverage Form
CA0157	(0616)	Pennsylvania Changes – Auto Dealers Coverage Form
CA0163	(1013)	Georgia Changes – Auto Dealers Coverage Form
CA0164	(1013)	Kentucky Changes – Auto Dealers Coverage Form
CA0175	(1013)	Arizona Changes
CA0192	(1013)	Nevada Changes – Auto Dealers Coverage Form
CA0197	(1013)	Texas Changes – Auto Dealers Coverage Form
CA0215	(1013)	Maryland Cancellation Changes

CA0217	(1013)	Michigan Changes – Cancellation and Nonrenewal
CA0243	(1113)	Texas Changes – Cancellation and Nonrenewal
CA0270	(0118)	Illinois Changes – Cancellation and Nonrenewal
CA0301	(1013)	Deductible Liability Coverage
CA0440	(1013)	Colorado Auto Medical Payments Coverage
CA0444	(1013)	Waiver of Transfer of Rights
CA2001P(2)	(1013)	Lessor – Additional Insured and Loss Payee
CA2109	(1013)	Texas Uninsured/Underinsured Motorists Coverage
CA2126	(1013)	Colorado Uninsured Motorists Coverage – Property
		Damage
CA2127	(1013)	Nevada Uninsured Motorists Coverage
CA2130	(0115)	Illinois Uninsured Motorists Coverage
CA2138	(1013)	Illinois Underinsured Motorists Coverage
CA2139	(1013)	Arizona Uninsured Motorists Coverage
CA2140	(1013)	Arizona Underinsured Motorists Coverage
CA2150	(0717)	Colorado Uninsured Motorists Coverage
CA2153	(1013)	Illinois Uninsured Motorists Coverage – Property Damage
CA2176	(1013)	Kentucky Uninsured Motorists Coverage
CA2216	(1013)	Kentucky Personal Injury Protection
CA2221	(0394)	Coordination of PIP
CA2224	(1013)	Michigan Property Protection Coverage
CA2237	(1013)	Pennsylvania Basic First Party Benefit
CA2264	(1013)	Texas Personal Injury Protection Endorsement
CA2384	(1013)	Terrorism Exclusion
CA9903	(1013)	Auto Medical Payments Coverage
CA9910	(1013)	Drive Other Car Coverage
CA9944	(1013)	Loss Payable Clause
IL0017	(1198)	Common Policy Conditions
IL0021	(0702)	Nuclear Energy Liability Exclusion
IL0021	(0908)	Nuclear Energy Liability Exclusion
IL0110	(0907)	Nevada Changes – Concealment, Misrepresentation or
		Fraud
IL0115	(0110)	Nevada Changes – Domestic Partnership
IL0147	(0911)	Illinois Changes – Civil Union
IL0156	(1117)	Indiana Changes – Concealment, Misrepresentation or
H 04.50	(0000)	Fraud
IL0158	(0300)	Indiana Changes
IL0162	(1013)	Illinois Changes – Defense Costs
IL0169	(0907)	Colorado Changes – Concealment, Misrepresentation or
н озза	(0007)	Fraud
IL0228	(0907)	Colorado Changes – Cancellation and Nonrenewal
IL0244	(0907)	Ohio Changes – Cancellation and Nonrenewal
IL0246	(0907)	Pennsylvania Changes – Cancellation and Nonrenewal
IL0251	(0907)	Nevada Changes – Cancellation and Nonrenewal
IL0262	(0907)	Georgia Changes – Cancellation and Nonrenewal
IL0272	(0907)	Indiana Changes – Cancellation and Nonrenewal
IL7002 (2)	(0911)	Advance Notice of Cancellation

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### AD XX XX XX XX

(1204)	IL Coml Auto Policy Notice Hired & Non-Owned Auto
(0407)	Changes in Pennsylvania Uninsured and Underinsured
	Motorists Coverage - Arbitration
(1213)	Important Notice Fair Credit Reporting Act
(0214)	Maryland Important Notice Regarding PIP and Premium
	Increase Coverage
(0506)	Important Notice - Michigan
(1013)	Ohio Changes – Cancellation and Nonrenewal
(1013)	Maryland Changes – Cancellation and Nonrenewal
(0916)	Signature Page (AMCO)
	(0407) (1213) (0214) (0506) (1013) (1013)

AD XX XX XX Page 3 of 3

13614 11 85

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# SPECIAL CONTINUATION PROVISION

If we offer to continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required continuation premium when due shall mean that you have not accepted our offer.

All terms and conditions of this policy apply unless modified by this endorsement.

13614 11 85 Page 1 of 1

# GARAGE DECLARATIONS

### SCHEDULE OF ASSESSMENTS AND SURCHARGES

SURCHARGE NAME		AMOUNT
IPS KY STATE SURCHARGE		\$
TOTAL CITY TAXES		\$
TOTAL COUNTY TAXES		\$
COLLECTION FEE		\$
		\$
		\$
		\$
		\$
		\$
	TOTAL	\$

COMMERCIAL AUTO AC 04 36 09 10

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **AMENDMENT OF DEFINITION OF POLLUTANTS**

This endorsement modifies insurance provided under the following:

# BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM

### **SCHEDULE**

Specifically identi- fied substances or materials	
Information required	to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "pollutants" is replaced by the following:

"Pollutants" means any organic or inorganic substance or material that is a solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, fibers, particles, sludge, by-products, waste (as currently defined at 40 C.F.R. § 261.2 and § 261.3 and as may be amended) and any substances or materials identified in the Schedule. Waste includes, without limitation, materials that have been, or are to be, recycled, reconditioned or reclaimed.

"Pollutants" includes, but is not limited to, adhesives; ammonia and ammonia solutions; dry cleaning solvents (including but not limited to: Stoddard, 1, 1, 2trichloro-1,2,2-trifluoroethane, tetrachloroethylene, perchloroethylene, and methyl chloroform); cleaning solutions; detergents, soaps and solvents; coatings, finishes and sealants (including, but not limited to; lacquer, paints, polishes, resins, shellac, varnish and wax); dyes, inks and stains; mercury and compounds containing mercury (including, but not limited to: methylmercury, dimethylmercury, ethylmercury); polychlorinated biphenyls; ketones (all compounds and isomers including, but not limited to: acetone, methyl acetone, cyclohexanone, diethyl ketone, ethylmethyl ketone, methel isobutyl ketone, methyl isopropyl ketone, methyl propyl ketone, methyl vinyl ketone, me-

thyl propanone); fertilizer and soil amendments; fungicides, herbicides, insecticides, and pesticides; garbage, refuse and trash (including, but not limited to: household, commercial, industrial); sewage; biological waste; inert gases; natural gas, natural gas byproducts and natural gas derivatives (including, but not limited to: butane, propane, LPG); petroleum, petroleum by-products, and petroleum distillates (including, but not limited to: diesel fuel, gasoline, heating oil, kerosene, grease, lubricants, propane, LPG, motor oil, mineral oil, mineral spirits, tar, asphalt, naphtha and naphtha compounds); brake fluid (glycol mineral oil or silicon based); coolants (including, but not limited to ethylene glycol and propylene glycol); hydraulic fluid (composed of mineral oil or natural oil base stocks); transmission fluid (mineral oil or synthetic); exhaust particulate matter and gases (including, but not limited to: carbon dioxide, carbon monoxide, hydrocarbons, nitrogen oxides, ozone); refrigerants (including, but not limited to: anhydrous ammonia, any chlorofluorocarbons, hydro-chlorofluorocarbons, perfluorocarbons); wood preservatives (including, but not limited to: alkaline copper quat, creosote, chromated copper arsenate, pentachlorophenol); alcohols; bromine and compounds of bromine; chlorine and compounds of chlorine; fluorine and compounds of fluorine; metals and compounds of metal (including but not limited to: arsenic, cadmium, chromium, copper, thallium, selenium); brine; peroxides; nano fibers. particles and tubes; and radioactive material.

In addition, "pollutants" includes, but is not limited to, hazardous substances listed in the Comprehensive Environmental Response, Compensation, And Liability Act (CERCLA) 2007 Priority List (and any future priority lists): list of hazardous wastes in the Federal Code of Regulations Title 40, §261.30-261.35; U.S. Environmental Protection Agency Chemical References Complete Index; and U.S. Department of Health And Human Services Agency For Toxic Substances, and any other substance which has been, is, or becomes in the future the subject of any law, statute, regulation, ordinance or other governmental enactment concerning the presence of toxic, hazard-

ous, damaging or harmful substances in the soil, air, atmosphere, biota or water (whether indoors or out, above, at or below ground-level) or is alleged to be toxic, hazardous, damaging or harmful to human health or to the soil, air, atmosphere, biota, or water (whether indoors or out, above, at or below ground-level).

The definition of "pollutants" applies whether or not the "pollutant" has any function in your business, operations, premises, site or location.

All terms and conditions of this policy apply unless modified by this endorsement.

COMMERCIAL AUTO AC 20 41 03 16

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

Name of Person(s) or Organization(s):
P.J.K. FOOD SERVICE LLC DBA KEANY PRODUCE & GOURMET

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. Who Is An Insured for COVERED AUTOS LIABILITY COVERAGE is amended to include as an "insured" for Covered Autos Liability Coverage:

Each person or organization shown in the Schedule, but only to the extent that person or organization qualifies as an "insured". The "accident" must arise out of ongoing operations performed for the Named Insured.

### B. Changes in CONDITIONS

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the person or organization named in the Schedule under your policy provided that:

- (1) The person or organization is a Named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to them.

EFFECTIVE DATE: 1201 AM Standard Time, (at your principal place of business)

COMMERCIAL AUTO AC 21 07 (10-01)

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# OHIO UNDERINSURED MOTORISTS COVERAGE - BODILY INJURY

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Ohio, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM

### **SCHEDULE**

### LIMIT OF INSURANCE

\$ Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

### A. Coverage

- We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or operator of:
  - An "underinsured motor vehicle" as defined in Paragraph F.3 because of "bodily in jury":
    - 1) Sustained by the "insured"; and
    - 2) Caused by an "accident".

The owner's or operator's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".

2 Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

### B. Who Is An Insured

If the Named Insured is:

- An individual, then the following are "insureds":
  - The Named Insured and any "family members".
  - Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its

- breakdown, repair, servicing, "loss" or destruction.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2 A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to:

- 1. Any claim settled without our consent.
- 2 The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3 Any "insured" using a vehicle without a reasonable belief that the person is entitled to do so.
- 4. Punitive or exemplary damages.
- 5 "Bodily Injury" sustained by:

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- a. An individual Named Insured while "occupying" or when struck by any vehicle owned by, furnished or available for the regular use of that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
- Any "family member" while "occupying" or struck by any vehicle owned by, furnished or available for the regular use of that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage under this Coverage on a primary basis under any other Coverage Form or policy.
- 6 "Bodily injury" caused by a vehicle operated by any person which is specifically excluded from coverage for "bodily injury" under this policy.
- 7. A person suffering "bodily injury" who is not an "insured" under this policy.

### D. Limit Of Insurance

- Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Underinsured Motorists Coverage shown in the schedule or declarations.
- No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form.

We will not make a duplicate payment under this Coverage Form for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

### E. Changes In Conditions

The conditions of the policy for Ohio Underinsured Motorists Insurance are changed as follows:

 Other Insurance in the Business Auto and Garage Coverage Forms is replaced by the following: If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
  - On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - 2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
- 2 Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:
  - Promptly notify the police if a hit-andrun driver is involved, and
  - Promptly send us copies of the legal papers if a "suit" is brought
- 3 Transfer Of Rights Of Recovery Against Others To Us is amended by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4 The following Condition is added:

As long as the insured has not prejudiced our subrogation rights, a suit for

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Underinsured Motorists Coverage under this Coverage Form must be brought within 3 years after the date of the "accident" causing the "bodily injury", or within 1 year after the liability insurer for the owner or operator of the vehicle liable to the insured has become the subject of insolvency proceedings in any state, whichever is later.

### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- 2 "Occupying" means in, upon, getting in, on, out or off.
- "Underinsured motor vehicle" means a land motor vehicle for which the sum of all liability bonds or policies applicable at the time of an "accident" are either:

- Less than the limit of liability for this coverage; or
- Reduced by payments to others injured in the "accident" to an amount which is less than the limit of liability for this coverage.
  - However, "underinsured motor vehicle" does not include any vehicle:
- Owned or operated by a self-insurer under any applicable motor vehicle law;
- b. Designed for use mainly off public roads while not on public roads.
- c. Owned by any governmental unit or agency, unless the owner or operator of the "underinsured motor vehicle" has:
  - An immunity under the Ohio Political Subdivision Tort Liability Law; or
  - A diplomatic immunity.

All terms and conditions of this policy apply unless modified by this endorsement.

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COMMERCIAL AUTO AC 2111A 01 09

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. GEORGIA UNINSURED MOTORISTS COVERAGE REDUCED BY AT-FAULT LIABILITY LIMITS

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Georgia, this endorsement modifies insurance provided under the following:

# BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM

#### **SCHEDULE**

Limit of Insurance	\$ Each "Accident"
Deductible	\$ Each "Accident

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

### A. Coverage

- 1. We will pay all sums in excess of the applicable deductible option shown in the Schedule or Declarations that the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" or "property damage", caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- 2. We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. However, if a settlement is made between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" for an amount that does not exhaust the limits of liability under any applicable liability bonds or policies, we will not pay under this coverage unless we previously consented to such settlement in writing.
- 3. Any default judgment arising out of a "suit" for damages against anyone alleged to be legally responsible is not binding on us.

### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

An individual, then the following are "insureds":

- a. The Named Insured and any "family members".
- **b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
- **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
  - **c.** The Named Insured for "property damage" only.

### C. Exclusions

This insurance does not apply to any of the following:

 Any claim settled without consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", if the settlement is made in

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- accordance with GA CODE ANN. Section 33-24-41.1 and the payment of such settlement exhausts the limits of the applicable liability bonds or policies.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- **3.** The direct or indirect benefit of any insurer of property.
- **4.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- **5.** "Property damage" for which the "insured" has been compensated by other property or physical damage coverage.
- **6.** Punitive or exemplary damages.
- 7. "Bodily injury" or "property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

- Regardless of the number of covered "autos",
   "insureds", premiums paid, claims made or
   vehicles involved in the accident, the most we
   will pay for all damages resulting from any
   one "accident" is the Limit Of Uninsured Motorists Coverage shown in the Schedule or
   declarations.
- No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage Form or any Medical Payments Coverage Endorsement attached to this policy.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, exclusive of non-occupational disability benefits.

- 3. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
- **4.** We will not pay for any "property damage" that is paid or payable under Physical Damage Coverage.

### E. Changes In Conditions

The conditions of the policy are changed for Uninsured Motorists Coverage as follows:

Paragraph c. of the Other Insurance Condition in the Business Auto and Garage Coverage Forms is replaced by the following:

If there is other applicable similar insurance available under more than one policy:

(1) The following priorities of recovery apply:

First	The policy affording Uninsured and Underinsured Motorists Coverage to the "insured" as a Named Insured or if the Named Insured is an individual, any "family member".
Second	The Uninsured and Underinsured Motorists Coverage applicable to the vehicle the "insured" was occupying at the time of the "accident".

(2) We will pay only our share. Our share is the proportion that the Limit of Insurance of out Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

The reference in **Other Insurance** in the Business Auto and Garage Coverage Forms to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

- 2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved; and
  - **b.** Promptly send us copies of the legal papers if a "suit" is brought.
- 3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

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If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

We shall be entitled to the rights to recover damages from another only after the "insured" has been fully compensated for damages.

4. The Two Or More Coverage Forms Or Policies Issued By Us Condition does not apply to the Named Insured or if the Named Insured is an individual, any "family member".

### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- 3. "Property damage" means:
  - a. Injury to or destruction of a covered "auto" or its resulting loss of use;
  - b. Injury to or destruction of property contained in the covered "auto" and owned by the Named Insured, or if the Named Insured is an individual, any "family member"; or
  - c. Injury or destruction of property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto".
- **4.** "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which there is neither
    - Cash or securities on file with the Georgia Commissioner of Public Safety; nor
    - (2) A liability bond or policy applicable

at the time of the "accident".

- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of the limits of all liability bonds or policies applicable at the time of an "accident" is either:
  - (1) Less than the sum of the limits of insurance for Uninsured Motorists Coverage applicable to the "insured" under this Coverage Form and any other Coverage Form or policy; or
  - (2) Reduced by payments to others to an amount which is less than the sum of the limits of insurance for Uninsured Motorists Coverage applicable to the "insured" under this Coverage Form and any other coverage Form or policy.
- **c.** For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- **d.** That is a hit-and-run vehicle and neither the driver nor owner can be identified.

The vehicle must either:

- (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
- (2) Cause "bodily injury" or "property damage" with no physical contact with an "insured", a covered "auto" or a vehicle an "insured" is occupying at the time of the "accident", provided the facts of the "accident" can be corroborated by an eyewitness to the "accident" other than the "insured" making the claim.

However, "uninsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

All terms and conditions of this policy apply unless modified by this endorsement

COMMERCIAL AUTO AC 21 13MD 03 06

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# MARYLAND UNINSURED MOTORISTS COVERAGE BODILY INJURY AND PROPERTY DAMAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Maryland, this endorsement modifies insurance provided under the following:

# BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM

### **SCHEDULE**

LIMIT OF INSURANCE	
\$	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

### A. Coverage

- We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage", caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- **2.** We will pay under this coverage only if Paragraph a. or b. below applies:
  - The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
  - b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" and we:
    - Have been given prompt written notice of such tentative settlement by certified mail;
    - (2) Have sent to the "insured" a written refusal to consent to acceptance of the settlement offer within 60 days after receipt of notification; and

- (3) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after the written refusal of the settlement offer.
- 3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us unless we:
  - Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
  - **b.** Had a reasonable opportunity to protect our interests in the "suit".

### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- 1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

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- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
  - c. The Named Insured for "property damage" only.

### C. Exclusions

This insurance does not apply to any of the following:

- 1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 2. The direct or indirect benefit of any insurer of property.
- 3. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
- **4.** Property of an "insured" contained in or struck by any vehicle owned by that "insured" that is not a covered "auto".
- 5. The first \$250 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
- 6. Punitive or exemplary damages.
- 7. "Bodily injury" or "property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by

- any government, sovereign or other authority using military personnel or other agents; or
- **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This exclusion applies to the extent that the Limit of Insurance exceeds the Minimum limit required for Uninsured Motorists coverage by the Transportation Article of the Annotated Code of Maryland.

### D. Limit Of Insurance

- Regardless of the number of covered "autos",
   "insureds", premiums paid, claims made or
   vehicles involved in the accident, the most we
   will pay for all damages resulting from any
   one "accident" is the Limit Of Uninsured Motorists Coverage shown in the Schedule or
   declarations.
- No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or any Medical Payments Coverage Endorsement.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law. However, this applies only to that amount for which the provider of the workers' compensations benefits has not been reimbursed.

**3.** We will not pay for a "loss" which is paid or payable under Physical Damage Coverage.

### E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

 Other Insurance in the Business Auto And Garage Coverage Forms is replaced by the following:

For any covered "auto" the Named Insured owns, this Coverage Form provides primary insurance. However, when used with the Garage Coverage Form, this Coverage Form will be secondary over any other collectible insurance available to the Named Insured's customers while a covered "auto" the Named Insured owns is being used as a "replacement

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vehicle". For any covered "auto" the Named Insured does not own, the insurance provided by this Coverage Form is excess over any other collectible primary uninsured motorists coverage but only to the extent that the limit of insurance under this Coverage Form exceeds the limit of such other collectible primary uninsured motorists insurance.

If this Coverage Form and any other Coverage Form or policy providing similar insurance apply to the same "accident", the maximum limit of insurance under all Coverage Forms or policies shall be the highest applicable limit of insurance under any one Coverage Form or policy.

When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

- 2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:
  - **a.** Promptly notify the police if a hit-and-run driver is involved, and
  - **b.** Promptly notify us if a "suit" is brought. We request that a copy of any legal papers served accompany the notice.
  - **c.** A person seeking Uninsured Motorists Coverage must:
    - (1) Promptly notify us in writing, by certified mail, of a tentative settlement between the "insured" and the insurer of the "uninsured motor vehicle";
    - (2) Allow us to send to the "insured" within 60 days after the receipt of notification, a written refusal to consent to acceptance of the settlement offer; and
    - (3) Allow us to advance payment to that "insured", within 30 days after the written refusal to consent to acceptance of the settlement offer in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle".
- 3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

Our rights do not apply under this provision with respect to Uninsured Motorists Coverage if we.

- a. Have been given prompt written notice of a tentative settlement, by certified mail, between an "insured" and the insurer of an "uninsured motor vehicle" and
- b. Fail to send the insured a written refusal to consent to acceptance of the settlement offer within 60 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement offer within 30 days after a written refusal to consent to acceptance of the settlement offer:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- **b.** We also have a right to recover the advanced payment.

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- **3.** "Property damage" means injury or destruction of:
  - a. A covered "auto":
  - b. Property contained in the covered "auto" and owned by the Named Insured, or if the Named Insured is an individual, any "family member"; or
  - c. Property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto".
- 4. "Replacement vehicle" means a vehicle that is loaned by or rented from an auto repair facility or dealer to use while a vehicle owned by the Named Insured's customer is not in use because of its breakdown, repair, servicing or damage.

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- 5. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability policy or other form of security accepted by the Motor Vehicle Administrator provides at least the amounts specified by the financial responsibility law of Maryland;
  - **b.** That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which:
    - (1) With respect to damages for "bodily injury" only, the sum of the limits of liability under all liability bonds or policies applicable at the time of the "accident" is equal to or greater than the limit specified by the financial responsibility law of Maryland, but the sum of the limits for bodily injury liability is either:
      - (a) Less than the limit of liability for this coverage; or
      - (b) Reduced by payment to other persons injured in the "accident" to an amount less than the limit of liability for this coverage.
    - (2) With respect to damages for "property damage" only, the sum of the limits of liability under all liability bonds or policies applicable at the

- time of the "accident" is equal to or greater than the limit specified by the financial responsibility law of Maryland, but that sum is less than the Limit of Insurance of this coverage.
- **c.** For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- **d.** That is a hit-and-run vehicle and neither the driver nor owner can be identified.

### The vehicle must:

- (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
- (2) Cause an "accident" resulting in "bodily injury" or "property damage" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

All terms and conditions of this policy apply unless modified by this endorsement

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BUSINESS AUTO AC 21 31 07 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# MICHIGAN UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM

### **SCHEDULE**

LIMIT OF INSURANCE	
\$	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

### A. Coverage

- We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- With respect to damages resulting from an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", we will pay under this coverage only if the limit of any applicable liability bonds or policies have been exhausted by judgments or payments.
- 3. Any judgment for damages arising out of a "suit" brought without our consent is not binding on us.

### B. Who Is An Insured

If the named insured is:

- An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to any of the following:

- 1. Any claim settled without our consent.
- The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. "Bodily injury" sustained by you or any "family member" while "occupying" or as a result of being struck by any vehicle owned by you or any "family member" which is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

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- 5. Punitive or exemplary damages.
- 6. "Bodily injury" to any "insured" sustained while "occupying" any motor vehicle not owned by any "insured" if the owner has insurance similar to that afforded by this coverage and such coverage is available to the "insured."

### D. Limit Of Insurance

- Regardless of the number of covered "autos",
   "insureds", premiums paid, claims made or
   vehicle involved in the "accident", the most
   we will pay for all damages resulting from any
   one "accident" is the Limit Of Insurance for
   Uninsured Motorists Coverage shown in the
   Schedule or Declarations.
- No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage Form, or any Medical Payments Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

### E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

- Other Insurance in the Business Auto and Garage Coverage Forms is replaced by the following:
  - If there is other applicable insurance available under one or more policies or provisions of coverage:
  - a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
  - b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible uninsured

- motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:
  - On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - 2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
- Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved, and
  - b. Promptly send us copies of the legal papers if a "suit" is brought.
  - c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph b. of the definition of "uninsured motor vehicle".
- 3. The **Legal Action Against Us** provision is replaced by the following:
  - a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of the Coverage Form.

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- b. Any legal action against us under this Coverage Form must be brought within three years after the date of "accident". However, this Paragraph 3.b does not apply to an "insured" if, within three years after the date of the "accident":
  - 1) We and the "insured" agree to arbitration in accordance with this endorsement; or
  - 2) The "insured" has filed an action for "bodily injury" against the owner or operator of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" and such action is:
    - a) Filed in a court of competent jurisdiction; and
    - b) Not barred by the applicable statute of limitations.

In the event that the three year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

4. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

### F. Additional Definitions

As used in this endorsement:

 "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

- "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
  - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle or trailer for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but that sum is less than the Limit of Insurance of this coverage:
  - c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
  - d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The hit-and-run vehicle must hit the "insured" or an "auto" the "insured" is "occupying."

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

All terms and conditions of this policy apply unless modified by this endorsement.

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EFFECTIVE DATE: 1201 AM Standard Time, (at your principal place of business)

COMMERCIAL AUTO AC 21 33 (10-01)

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# OHIO UNINSURED MOTORISTS COVERAGE - BODILY INJURY

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Ohio, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM

### **SCHEDULE**

### LIMIT OF INSURANCE

\$ Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

### A. Coverage

- We will pay all sums the "insured" is legally entitled to recover as compensatory dam ages from the owner or operator of:
  - An "uninsured motor vehicle" as defined in Paragraph F.3a. and b. because of "bodily in jury":
    - 1) Sustained by the "insured"; and
    - 2) Caused by an "accident".
  - b. An "uninsured motor vehicle" as defined in Paragraph F.3c. because of "bodily injury" sustained by an "insured".

The owner's or operator's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2 Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

### B. Who Is An Insured

If the Named Insured is:

- An individual, then the following are "insureds":
  - The Named Insured and any "family members".
  - Anyone else "occupying" a covered "auto" or a temporary substitute for a

- covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2 A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### C. Exclusions

This insurance does not apply to:

- 1. Any claim settled without our consent.
- 2 The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3 Any "insured" using a vehicle without a reasonable belief that the person is entitled to do so.

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- 4. Punitive or exemplary damages.
- 5. "B odily Injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by, furnished or available for the regular use of that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
  - A ny "family member" while "occupying" or struck by any vehicle owned by, furnished or available for the regular use of that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage under this Coverage on a primary basis under any other Coverage Form or policy.
- "B odily injury" caused by a vehicle operated by any person which is specifically excluded from coverage for "bodily injury" under this policy.
- 7. A person suffering "bodily injury" who is not an "insured" under this policy.

### D. Limit Of Insurance

- R egardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists C overage shown in the schedule or declarations.
- No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form.

We will not make a duplicate payment under this Coverage Form for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

### E. Changes In Conditions

The conditions of the policy for 0 hio Uninsured Motorists Insurance are changed as follows:

 Other Insurance in the Business Auto and Garage Coverage Forms is replaced by the following: If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all C overage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. A ny insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
  - On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - 2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
- Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:
  - Promptly notify the police if a hit-andrun driver is involved, and
  - Promptly send us copies of the legal papers if a "suit" is brought
- Transfer Of Rights Of Recovery Against Others To Us is amended by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

The following C ondition is added:

As long as the insured has not prejudiced our subrogation rights, a suit for Uninsured

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Motorists Coverage under this Coverage Form must be brought within 3 years after the date of the "accident" causing the "bodily injury", or within 1 year after the liability insurer for the owner or operator of the vehicle liable to the insured has become the subject of insolvency proceedings in any state, whichever is later.

### F. Additional Definitions

As used in this endorsement

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- 2 "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or trailer:
  - For which no liability bond or policy at the time of an "accident";
  - For which an insuring or bonding company denies coverage or is or becomes insolvent or
  - c. That is a hit-and-run vehicle and neither the operator nor owner can be identified. The vehicle must either:
    - Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

 Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

The facts of the "accident" or intentional act must be provided by independent corroborative evidence, other than the testimony of the "insured" making a claim under this or similar coverage, unless such testimony is supported by additional evidence.

However, "uninsured motor vehicle" does not include any vehicle:

- Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law,
- b. Designed for use mainly off public roads while not on public roads.
- c. Owned by any governmental unit or agency, unless the owner or operator of the "uninsured motor vehicle" has:
  - An immunity under the Ohio Political Subdivision Tort Liability Law; or
  - A diplomatic immunity.

All terms and conditions of this policy apply unless modified by this endorsement.

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# INDIANA UNINSURED MOTORISTS COVERAGE – BODILY INJURY AND PROPERTY DAMAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Indiana, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM

### **SCHEDULE**

Limit of Insurance:		
"Bodily Injury" and "Property Damage"	\$	Each "Accident"
Information required to complete this Schedu	le. if not shown above.	will be shown in the Declarations.

## A. Coverage

We will pay all sums an "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damage must result from:

- "Bodily injury" sustained by an "insured" and caused by an "accident" with an "uninsured motor vehicle", or
- "Property damage" caused by an "accident" arising out of actual physical contact of "your covered auto" with an "uninsured motor vehicle."
- 3. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

## B. Who Is An Insured

If the Named Insured is:

- 1. An individual, then the following are "insureds":
  - a. The Named Insured's "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **c**. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
- **b.** Anyone for damage he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- c. The Named Insured for "property damage" only.

## C. Exclusions

This insurance does not apply to:

- 1. Any claim settled without our consent.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. The direct or indirect benefit of any insurer of property.
- 4. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" under this coverage Form; or
  - **b.** Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured on a primary basis under any other coverage Form or policy.
- 5. "Property damage" to an "auto" or to property contained in an "auto" owned by the Named Insured which is not a covered "auto".

- 6. Any "insured" using a vehicle without a reasonable belief that the "insured" is entitled to do so.
- 7. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.
- 8. The first \$300 of the amount of "property damage" to the property of each "insured" as the result of any one "accident". This exclusion does not apply if the Named Insured's covered "auto" is legally parked and unoccupied when involved in an "accident" with an "uninsured motor vehicle".
- **9.** "Property damage" caused by a hit-and-run vehicle.
- **10.** We will not pay for "property damage" to an "auto" due to "diminution in value".
- 11. Punitive or exemplary damages.
- **12**. "Bodily injury" or "property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 13. "Noneconomic loss" sustained by any "insured" if such "insured" is an uninsured motorist with a previous violation as defined in Indiana Code Section 27-7-5.1.

However, Exclusion **C.13**. does not apply to an "insured" under 18 years of age.

#### D. Limit Of Insurance

- Regardless of the number of covered "autos",
   "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we
   will pay for all damages resulting from any one
   "accident" is the limit shown in this endorsement
- 2. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
- 3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

- **4.** No "insured" shall recover duplicate payments for the same elements of loss or payments in excess of damages sustained.
- 5. We will not pay for a loss which is paid or payable under Physical Damage Coverage.

## E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

 Other Insurance in the Business Auto and Garage Coverage Forms is replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- **b.** Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
- The Legal Action Against Us provision is replaced by the following:
  - a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

- **b.** Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident".
- 3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:
  - a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and promptly pay us back the amount we have paid.
  - b. If we make a payment because the insurer of the "uninsured motor vehicle" is or becomes insolvent, the Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any rights of recovery against:
    - (1) The Indiana Guaranty Fund; or
    - (2) The "insured" of the insolvent insurer, except in amounts that exceed the limit of liability of the Coverage Form or policy that was issued by that insolvent insurer.

### F. Additional Definitions

As used in this endorsement:

- 1."Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- 2."Noneconomic loss" means costs for physical and emotional pain and suffering, physical impairment, emotional distress, mental anguish, loss of enjoyment, loss of companionship, services and consortium, and any other noneconomic damages.

- "Occupying" means in, upon, getting in, on, out or off.
- 4. "Property damage" means damage to a covered "auto" or to property owned by the Named Insured, or if the Named Insured is an individual, a "family member" while contained in a covered "auto". However, "property damage" does not include loss of use of damaged or destroyed property. This definition replaces the definition in the policy.
- "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the financial responsibility law of Indiana, or
  - **b.** For which an insuring or bonding company denies coverage or is or becomes insolvent within two years after an "accident", or
  - c. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. A hitand-run vehicle is one that causes "bodily injury" to an "insured" by hitting the "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and can not provide the amounts required by that motor vehicle law,
- **b**. Owned by a governmental unit or agency,
- **c.** Designed for use mainly off public roads while not on public roads.

All terms and conditions of this policy apply unless modified by this endorsement.

COMMERCIAL AUTO AC 21 79 03 10

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## KENTUCKY UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Kentucky, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM

### **SCHEDULE**

Limit Of Insurance: \$ Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

## A. Coverage

- We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
- 2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

## B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- An individual, then the following are "insureds":
  - a. The Named Insured and any "family members"
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- **2.** A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

## C. Exclusions

This insurance does not apply to any of the following:

- 1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- **2.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 3. Punitive or exemplary damages.
- "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident", is the limit of Underinsured Motorists Insurance shown in the Schedule or Declarations. Subject to this maximum limit of liability for all damages:
  - a. The most we will pay for all damages sustained in such "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule or Declarations applicable to the vehicle that "insured" was "occupying" at the time of the "accident".
  - b. An individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph a. above.

A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all "insureds".

- 2. If the "bodily injury" is sustained by any "insured", other than the individual Named Insured or any "family member", in an "accident" in which neither such Named Insured nor any "family member" sustained "bodily injury", the limit of liability shown in the Schedule or Declarations for this coverage is our maximum limit of liability for all damages resulting from any such "accident".
- 3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage form, Medical Payments Coverage endorsement or Uninsured Motorists Coverage endorsement attached to this Coverage Part.
- 4. We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

**5.**We will reduce the "insured's" total damages by any amount available to that "insured" under any liability bonds or policies applicable to the "underinsured motor vehicle", that such "insured" did not recover as a result of a settlement between that "insured" and the insurer of an "underinsured motor vehicle". However, any reduction of the "insured's" total

damages will not reduce the limit of liability for this coverage.

This paragraph shall not apply if we advance payment to the "insured" in an amount equal to the tentative settlement with the insurer of the "underinsured motor vehicle".

6. We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

## E. Changes In Conditions

The conditions are changed for **Underinsured Motorists Coverage** as follows:

- Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are changed by addition of the following:
  - a. The reference to "other collectible insurance" applies only to other collectible underinsured motorists insurance.
  - b. Any insurance we provide with respect to a vehicle owned by the Named Insured, or if the Named Insured is an individual, any "family member", that is not a covered "auto" for Underinsured Motorists Coverage under this coverage form, shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

A person seeking Underinsured Motorists Coverage must also promptly notify us in writing by certified or registered mail of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

- **3.** The **Legal Action Against** Us provision is replaced by the following:
  - a. No one may bring a legal action against us under this coverage form until there has been full compliance with all the terms of this coverage form.

- b. Any legal action against us under this coverage form must be brought within two years after the date of the "accident". However, this Paragraph 3.b. does not apply to an "insured" if, within two years after the date of the "accident", we and the "insured" agree to arbitration in accordance with this endorsement.
- 4. Transfer Of Rights Of Recovery Against is Others To Us changed by adding the following:

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- Have been given prompt written notice by certified or registered mail of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to an "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- **b.** We also have the right to recover the advanced payment.

In any recovery, we will be entitled to payment only after the "insured" has been fully compensated.

**5.** The following condition is added:

## Arbitration

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. Any decision agreed to by two of the arbitrators will be binding.
- **c.** The "insured" shall not be required to arbitrate disputed claims.
- 6. The Two Or More Coverage Forms Or Policies Issued By Us General Condition does not apply to Underinsured Motorists Coverage. However, no one will be entitled to receive duplicate payments for the same elements of "loss".

### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" to which a liability bond or policy applies at the time of an "accident", but the amount paid for bodily injury under that bond or policy to the "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- **b.** Designed for use mainly off public roads while not on public roads;

- c. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for "bodily injury" liability is less than the minimum limit for "bodily injury" liability specified by the financial re-
- sponsibility law of the state in which the covered "auto" is principally garaged; or
- **d.** Owned by or furnished or available for the regular use of you or any "family member".

All terms and conditions of this policy apply unless modified by this endorsement.

COMMERCIAL AUTO AC 21 92A 07 12

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PENNSYLVANIA UNINSURED MOTORISTS COVERAGE – NONSTACKED

For a covered "motor vehicle" licensed or principally garaged in, or "garage operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

## BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM

## **SCHEDULE**

LIMIT OF INSURANCE	
\$	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

## A. Coverage

- We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".
- 2. No judgment for damages arising out of a "suit" brought against the owner or operator of an "uninsured motor vehicle" is binding on us unless we:
  - a. Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
  - **b.** Had a reasonable opportunity to protect our interests in the "suit".

## B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - **b.** Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a

- covered "motor vehicle" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
- **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to any of the following:

- Any claim settled without our consent. However, this exclusion does not apply if such settlement does not adversely affect our rights of recovery under this coverage.
- 2. The direct or indirect benefit of any insurer or self-insurer under any disability benefits or similar law, except workers' compensation law.

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- **3**. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 4. Punitive or exemplary damages.
- 5. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
- 6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

## D. Limit Of Insurance

- Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
- 2. Any amount payable for damages under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible. This includes all sums paid for the same damages under this Coverage Form's Liability Coverage. This also includes all sums paid for an "insured's" attorney either directly or as part of the amount paid to the "insured".
- No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Cov-

erage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any disability benefits or similar law, except workers' compensation law.

## E. Changes In Conditions

The Conditions are changed for Pennsylvania Uninsured Motorists Coverage – Nonstacked as follows:

- Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:
  - **a.** Promptly notify the police if a hit-and-run driver is involved, and
  - **b.** Promptly send us copies of the legal papers if a "suit" is brought.
- Legal Action Against Us is replaced by the following:
  - a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
  - b. Any legal action against us under this Coverage Form must be brought within four years after the date on which the "insured" knows of the uninsured status of the owner or driver of the "uninsured motor vehicle". However, this Paragraph b. does not apply to an "insured" if, within four years after the date on which the "insured" knows of the uninsured status of the owner or driver of the "uninsured motor vehicle", we or the "insured" have made a written demand for arbitration in accordance with the provisions of this endorsement.
- Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment due to an "accident" involving an "uninsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid less reasona-

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ble attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

- 4. Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance –Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:
  - a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

First	The Uninsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".	
Second	The Coverage Form or policy affording Uninsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".	

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.
- **c.** Where there is applicable insurance available under the first priority:
  - (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority, shall first be exhausted; and
  - (2) The maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the amount by which the highest limit for any one vehicle under any one Coverage Form or policy in the second priority exceeds the limit applicable under the Coverage Form or policy in the first priority.
- **d.** If two or more Coverage Forms or policies have equal priority:
  - (1) The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority;

- (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer on the same level of priority for the benefits paid and the costs of processing the claim.
- **5**. The following condition is added:

## **ARBITRATION**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Arbitration, and any resulting appeals, shall be conducted in accordance with the Pennsylvania Arbitration Act of 1927. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

## F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy applies at the time of an "accident".
  - **b.** For which an insuring or bonding company:
    - (1) Denies coverage;
    - (2) Is or becomes insolvent; or

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- (3) Is or becomes involved in insolvency proceedings.
- c. For which neither the driver nor owner can be identified. The vehicle or "trailer" must:
  - (1) Hit an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying"; or
  - (2) Cause an "accident" resulting in "bodily injury" to an "insured" without hitting an "insured", a covered "motor vehicle" or a vehicle an "insured" is "occupying".

If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

However, an "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
- **b.** Designed for use mainly off public roads while not on public roads.
- 4. "Motor vehicle" means a vehicle which is selfpropelled except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.

All terms and conditions of this policy apply unless modified by this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PENNSYLVANIA UNDERINSURED MOTORISTS COVERAGE – NONSTACKED

For a covered "motor vehicle" licensed or principally garaged in, or "garage operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM

## **SCHEDULE**

LIMIT OF INSURANCE	
\$	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

### A. Coverage

- We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "underinsured motor vehicle".
- 2. We will pay under this coverage only if Paragraph a. or b. below applies:
  - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
  - **b.** A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
    - (1) Have been given prompt written notice of such tentative settlement; and
    - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

- 3. No judgment for damages arising out of a "suit" brought against the owner or operator of an "underinsured motor vehicle" is binding on us unless we:
  - Received reasonable notice of the pendency of the "suit" resulting in the judgment; and
  - **b.** Had a reasonable opportunity to protect our interests in the "suit".

## B. Who Is An Insured

If the Named Insured is:

- An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - **b.** Anyone else "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

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- a. Anyone "occupying" a covered "motor vehicle" or a temporary substitute for a covered "motor vehicle" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
- **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to any of the following:

- The direct or indirect benefit of any insurer or self-insurer under any disability benefits or similar law, except workers' compensation law
- **2.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 3. Punitive or exemplary damages.
- 4. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
- "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

## D. Limit Of Insurance

1. Regardless of the number of covered "motor vehicles", "insureds", premiums paid, claims

- made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.
- No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Uninsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any disability benefits or similar law, except workers' compensation law.

## E. Changes In Conditions

The conditions are changed for Pennsylvania Underinsured Motorists Coverage – Nonstacked as follows:

- Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:
  - a. Promptly send us copies of the legal papers if a "suit" is brought.
  - b. A person seeking Underinsured Motorists Coverage must also promptly notify us, in writing, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to the "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".
- Legal Action Against Us is replaced by the following:
  - a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
  - b. Any legal action against us under this Coverage Form must be brought within four years after the date on which the "insured" either settles with, or receives a judgment against, the owner or driver of the "underinsured motor vehicle".

- c. Paragraph 2.b. above of this condition does not apply if, within four years after the date on which the "insured" either settles with, or receives a judgment against, the owner or driver of the "underinsured motor vehicle":
  - (1) We or the "insured" have made a written demand for arbitration in accordance with the provisions of this endorsement; or
  - (2) The "insured" has filed an action for "bodily injury" against the owner or operator of the "underinsured motor vehicle" and such action is:
    - (a) Filed in a court of competent jurisdiction; and
    - **(b)** Not barred by the applicable state statute of limitations.

In the event that the four year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment due to an "accident" involving an "underinsured motor vehicle" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

 That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and AC 21 93A 07 12

- **b.** We also have a right to recover the advanced payment.
- 4. Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance-Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:
  - a. If there is other applicable similar insurance available under more than one Coverage Form or policy, the following priorities of recovery apply:

First	The Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
Second	The Coverage Form or policy affording Underinsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- b. Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.
- **c.** Where there is applicable insurance available under the first priority:
  - (1) The Limit of Insurance applicable to the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority, shall first be exhausted; and
  - (2) The maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the amount by which the highest limit for any one vehicle under any one Coverage Form or policy in the second priority exceeds the limit applicable under the Coverage Form or policy in the first priority.
- **d.** If two or more Coverage Forms or policies have equal priority:
  - (1) The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible for all insurers with equal priority;
  - (2) The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim.

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**5**. The following condition is added:

## **ARBITRATION**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Arbitration, and any resulting appeals, shall be conducted in accordance with the Pennsylvania Arbitration Act of 1927. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- "Underinsured motor vehicle" means a vehicle
  for which the sum of all liability bonds or policies that apply at the time of an "accident" do
  not provide at least the amount an "insured" is
  legally entitled to recover as damages.
  - However, an "underinsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.
- 4. "Motor vehicle" means a vehicle which is selfpropelled except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but does not mean a vehicle operated upon rails.

All terms and conditions of this policy apply unless modified by this endorsement.

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## MARYLAND PERSONAL INJURY PROTECTION **ENDORSEMENT**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Maryland, this endorsement modifies insurance provided under the following:

This endorsement modifies insurance provided under the following:

## **BUSINESS AUTO COVERAGE FORM** GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM

#### **SCHEDULE**

Personal Injury Protection Benefits Medical expense benefits, income continuation benefits and essential services benefits

**Total Aggregate Amount** \$ 2,500 per "insured"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

## A. Coverage

We will pay Personal Injury Protection benefits for loss and expense incurred because of "bodily injury" sustained by an "insured" and caused by an "accident" involving an "auto" as follows:

- 1. Medical expense benefits to or on behalf of each "insured". All reasonable expenses arising from the "accident" and incurred within three years from the date of the "accident" for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital and professional nursing services and funeral services (including funeral, burial or cremation services).
- 2. Income continuation benefits to or on behalf of each "insured" who, at the time of the "accident", was an "income producer". Payment for 85% of the loss of gross income incurred within three years from the date of the "accident".
- 3. Essential services benefits to or on behalf of each "insured" who, at the time of the "accident", was not an "income producer". Reimbursement for necessary and reasonable payment made to others, not members of the "insured's" household, incurred within three years from the date of the "accident" for essential services ordinarily performed by the

"insured" for care and maintenance of his or her family household.

## B. Who Is An Insured

- **1.** You.
- 2. If you are an individual, any "family member".
- **3**. Any other person while:
  - a. "Occupying" the covered "auto" as a guest or passenger;
  - b. Using the covered "auto" with your consent; or
  - c. A "pedestrian" through being struck by the covered "auto".

#### C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury" sustained by:

- 1. Any person who intentionally causes the "auto" "accident";
- 2. Any person while operating or voluntarily riding in an "auto" known by him or her to be sto-
- 3. Any person while in the commission of a felony or fleeing or attempting to elude a police
- 4. Any person arising out of the ownership, maintenance or use of a motorcycle, moped or motor scooter by such person;

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- Any person who is a pedestrian injured in an "accident" outside of Maryland and who is not a resident of Maryland;
- 6. You or any "family member" while "occupying" or struck by any "auto" owned by you or any "family member" that is not a covered "auto";
- 7. Any person while "occupying" an "auto" other than the covered "auto" under this coverage part or while a "pedestrian" struck by any "auto" other than the covered "auto" if such "auto" has the coverage required under §19-505 of the Insurance Article of the Annotated Code of Maryland.
- 8. Any person while "occupying" an "auto" you own which is rented or borrowed from you for use as a "replacement vehicle" for a vehicle not in use if the vehicle not in use has the coverage required under §19-505 of the Insurance Article of the Annotated Code of Maryland. This exclusion applies only if this Coverage Form is used with the Garage Coverage Form;

## D. Limit Of Insurance

- Regardless of the numbers of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for personal injury protection benefits to or for any one "insured" as the result of any one "accident" is the total aggregate amount per "insured" shown in the Schedule.
- 2. Any amount paid under this coverage to or on behalf of an "insured" will be reduced by any amount paid to or on behalf of that "insured" under any workers' compensation law of any state or the federal government. However, this applies only to that amount for which the provider of the workers' compensation benefits has not been reimbursed.

## E. Changes In Conditions

 Duties In The Event Of Accident, Claim, Suit Or Loss is amended by the addition of the following:

If an "insured" is injured, that "insured" or someone on his or her behalf must promptly give us, within a period not to exceed 12 months after the date of the "accident".

- a. Written proof of claim;
- Full particulars of the nature and extent of the injuries and treatment received and contemplated; and

- **c.** Such other information that will help us determine the amount due and payable.
  - If benefits for loss of wages or salary (or, in the case of a self-employed "insured", their equivalent) are claimed, the person presenting such claim shall authorize us to obtain details of all wage and salary payments (or their equivalent) paid to him or her by any employer or earned by him or her since the time of the "bodily injury" or during the year immediately preceding the date of the "accident".

In the event of the "insured's" death or incapacity, his or her legal representative shall, upon each request by us, execute authorization to enable us to obtain medical records and copies of records.

Proof of claim shall be made upon forms furnished by us, unless we have failed to furnish such forms within 15 days after receiving notice of claim. The person making claim shall submit to examination under oath if required, by any person named by us as often as reasonably required.

If a lapse occurs in the period of disability or medical treatment of an "insured" who has received benefits under this coverage and he or she subsequently claims a recurrence of the "bodily injury" for which the original claim was made, such "insured" or someone on his or her behalf shall be required to submit to us reasonable medical proof of such recurrence.

Payment of personal injury protection benefits shall be made promptly and within 30 days after satisfactory proof of claim has been submitted to us.

2. Other Insurance in the Business Auto And Garage Coverage Forms and Other Insurance Primary And Excess Insurance Provisions in Truckers And Motor Carrier Coverage Forms are amended by the addition of the following:

With respect to you or any "family member"

who sustains "bodily injury" while "occupying", or while a "pedestrian" through being struck by, an "auto" not insured as required under §19-505 and §19-509 of the Insurance Article of the Annotated Code of Maryland.

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- a. If there is no other available personal injury protection coverage, the benefits payable under this Coverage Part will be reduced by any medical or disability benefits coverage applicable to such "auto" and collectible from the insurer of such "auto".
- **b.** If there is other available personal injury protection coverage, the aggregate maximum amount payable for personal injury protection benefits under this and all other policies shall not exceed the highest applicable limit of insurance for such coverage under any one of such policies, provided that such aggregate maximum amount will be reduced by any medical or disability benefits coverage applicable to such "auto" and collectible from the insurer of such "auto". This reduction shall not apply to benefits paid or payable under any uninsured motorist's coverage or by the Maryland Unsatisfied Claim and Judgment Fund.

In addition, any automobile medical payments coverage provided under the coverage part is excess over any medical expense benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" to an "insured".

## F. Additional Definitions

As used in this endorsement:

- 1. "Auto" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power.
- 2. "Bodily injury" means bodily injury, sickness or disease, including death resulting therefrom, but the term "bodily injury" shall not include:

- Bodily injury due to war, declared or not, civil war, insurrection, rebellion, revolution, or to any act or condition incident to any of the foregoing; and
- **b.** Bodily injury resulting from radioactive, toxic, explosive or other hazardous properties of nuclear material.
- "Family member" means a person related to you by blood, marriage or adoption who is a resident of the same household, and includes your unmarried and unemancipated children, while away from your household attending school or while in military service.
- 4. "Income" means wages, salary, tips, commissions, professional fees, and other earnings from business or farms owned individually or jointly or in partnership with others, and to the extent that any such earnings are paid or payable in property or services other than cash, income means the reasonable value of such property or services.
- 5. "Income producer" means a person who at the time of the "accident" was in an occupational status where he or she was earning or producing "income".
- **6.** "Occupying" means in or upon or entering into or alighting from.
- "Pedestrian" means any person not "occupying" an "auto", including an individual in, on, or alighting from any other vehicle operated by animal or muscular power, or on or alighting from an animal.
- 8. "Replacement vehicle" means a vehicle that is loaned by or rented from an auto repair facility or dealer to use while a vehicle owned by your customer is not in use because of its breakdown, repair, servicing or damage.

All terms and conditions of this policy apply unless modified by this endorsement.

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MICHIGAN PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

## **SCHEDULE**

OUTEDOLE					
Coverage	Limit of Insurance				
Medical expenses	No specific dollar amount				
Funeral expenses	Up to \$1,750 per person				
Work loss	Up to \$5,541* for any 30 day period				
Replacement services	\$20 per day maximum				
Survivors loss benefits consisting of income loss benefits and replacement services	Up to \$5,541* & for any 30 day period subject to a \$20 per day maximum for replacement services.				
*Or whatever maximum amount is established by the Michigan Insurance Commissioner for accidents occurring on or after the date of the change in maximum.					

The following options apply as indicated in the Declarations or by an X in the box below:

## **COORDINATION OF BENEFITS**

(	) Coordina	ation of med	dical expenses	(excluding Med	icare benefits	provided by the	Federal G	overnment) a	pplies
to	you or any	/ "family me	mber".						

( ) Coordination of work loss applies to you or any "family member":

#### **DEDUCTIBLE**

1	( ) A deductible of \$	applies to you or an	v "family mei	mber "
١		applies to you of all		HDCI.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

## A. Coverage

We will pay personal injury protection benefits to or for an "insured" who sustains "bodily in-jury" caused by an "accident" and resulting from the ownership, maintenance or use of an "auto" as an "auto". These benefits are subject to the provisions of Chapter 31 of the Michigan Insurance Code. Personal Injury Protection benefits consist of the following benefits:

## 1. Medical Expenses

Reasonable and necessary medical expenses for an "insured's" care, recovery, or rehabilitation. Charges for a hospital room are limited to those customary for a semi-private room, unless special or intensive care is required.

## 2. Funeral expenses

Reasonable funeral and burial expenses.

### 3. Work loss

Up to 85% of an "insured's" actual loss of income from work. We will pay a higher percentage if the "insured" gives us reasonable proof that net income is more than85% of gross income. The most we will pay in any 30 day period for this benefit is the amount shown in the Schedule or Declarations unless another amount is established by law. Any income an "insured" earns during the 30 day period is included in determining the income benefit we will pay. This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an "insured" dies. We will prorate this benefit for any period less than 30 days.

## 4. Replacement services

Reasonable expenses for obtaining services to replace those an "insured" would normally have performed without pay for himself or herself or dependents. This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an "insured" dies.

## 5. Survivors loss benefits consisting of:

## a. Income Loss

The contributions a deceased "insured's" spouse and dependents would have received, as dependents, if the "insured" had not died as a result of the "accident."

## b. Replacement Services

Reasonable expenses for obtaining services to replace those a deceased "insured" would have performed with-out pay for his or her spouse and dependents.

The most we will pay in any 30 day period for the total of survivors loss benefits is the amount shown in the schedule unless another amount is established by law. Any income an "insured" earns during the 30 day period is included in determining the income benefits we will pay. These benefits are payable during the 3 years after the

"accident", but do not apply to any loss or expense incurred after an "insured" dies. We will prorate these benefits for any period of less than 30 days.

Survivors loss benefits are payable during the years after the "accident". A deceased "insured's" spouse must have either resided with or been dependent on the "insured" at the time of death. The benefits cease for a spouse at remarriage or death. Any other dependent qualifies for benefits if, at the time of the "insured's" death, the person is under age 18, physically or men-tally unable to earn a living or a full time student.

#### B. Who Is An Insured

- 1. You or any "family member."
- 2. Anyone else who sustains "bodily injury:"
  - a. While "occupying" a covered "auto",
  - As the result of an "accident" involving any other "auto" operated by you or a "family member" if that "auto" is a covered "auto" under the policy's Li-ability Coverage, or
  - c. While not "occupying" any "auto" as a result of an "accident" involving a covered "auto."

#### C. Exclusions

We will not pay personal injury protection benefits for "bodily injury:"

- a. To anyone causing intentional "bodily injury" to himself, herself or anyone else.
- b. To anyone using an "auto" he or she has taken unlawfully, unless that per-son reasonably believed he or she was entitled to use the "auto."
- c. To anyone not "occupying" an "auto", if the "accident" takes place outside Michigan. This exclusion does not apply to you or any "family member."
- d. To you while "occupying" or struck by any "auto" owned or registered by you which is not a covered "auto."
- e. To the owner or registrant of an "auto" for which the coverage required by the Michigan no-fault law is not in effect.

- f. To anyone entitled to Michigan no-fault benefits as a Named Insured under another policy. This exclusion does not apply to you or anyone "occupying" a motorcycle.
- g. To anyone entitled to Michigan nofault benefits as a Named Insured under another policy. This exclusion does not apply to you or any "family member" or anyone "occupying" a motorcycle.
- h. To anyone while "occupying" or struck by an "auto" (other than a covered "auto") operated by you or a "family member" if the owner or registrant has the required Michigan no-fault coverage. This exclusion does not apply to you or any "family member."
- To anyone while "occupying" an "auto" located for use as a residence or premises.
- j. To anyone while "occupying" a public "auto" (other than a covered "auto") for which the required Michigan no-fault coverage is in effect. This exclusion does not apply to "bodily injury" to you or a "family member" while a passenger in a:
  - 1) School bus;
  - 2) Certified common carrier;
  - 3) Bus operated under a government sponsored transportation pro-gram;
  - Bus operated by or servicing a nonprofit organization;
  - 5) Bus operated by a watercraft, bicycle, or horse livery used only to transport passengers to or from a destination point; or
  - 6) Taxicab.
- k. To you or any "family member" while" occupying" an "auto" which is owned or registered by you or any "family member's" employer and for which the required Michigan no-fault coverage is in effect.
- I. To anyone while "occupying" an "auto" for which the owner or registrant is not required to provide Michigan no-fault benefits and which is operated by you or

- a "family member" outside Michigan. This exclusion does not apply to you or a "family member"; nor does it apply under medical or funeral expense benefits.
- m. To any person resulting from the ownership, operation, maintenance or use of a parked "auto". This exclusion does not apply if:
  - The "auto" was parked in such a way as to cause unreasonable risk of the "bodily injury." Or
  - 2) The "bodily injury" results from physical contact with:
    - a) Equipment permanently mounted on the "auto" while the equipment is being used, or
    - b) Property being lifted onto or lowered from the "auto," or
  - 3) The "bodily injury" is sustained while "occupying" the "auto."

However, Exceptions 2) and 3) to this exclusion do not apply to any "employee" who has Michigan workers' disability compensation benefits avail-able and who sustains "bodily injury" in the course of employment while loading, unloading, or doing mechanical work on an "auto," unless the injury arises from the use or operation of another vehicle.

- n. To you or any "family member" while" occupying" a motorcycle if the owner, registrant or operator of the "auto" involved in the "accident" has the required Michigan no-fault coverage.
- o. Arising directly or indirectly out of:
  - 1) War, including undeclared or civil war;
  - 2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - 3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 2. We do not provide Personal Injury Protection Coverage for:

- a. Medical expenses provided for you or any "family member":
  - To the extent that similar benefits are paid or payable under any other insurance, service, benefit or reimbursement plan (excluding Medicare benefits provided by the Federal Government); and
  - If Coordination of Benefits for medical expenses is indicated in the Schedule.
- b. Work loss for you or any "family member:"
  - To the extent that similar benefits are paid or payable under any other insurance, service, benefit or reimbursement plan; and
  - If Coordination of Benefits for work loss is indicated in the Schedule.

### D. Limit Of Insurance

- Regardless of the number of covered "autos,"
   "insureds," premiums paid, claims made,
   vehicles involved in the "accident" or insurers
   providing no-fault benefits, the most we will
   pay for "bodily injury" for each "insured"
   injured in any one "accident" are the amounts
   shown in the Schedule.
- 2. Any amount payable under this insurance shall be reduced by any benefits paid, payable or required to be provided by state or federal law except any benefits paid, payable or required to be provided by Medicare, provided:
  - a. The benefits serve the same purpose as Personal Injury Protection benefits; and
  - b. The benefits are provided or required to be provided as the result of the same "accident" for which this insurance is payable. However, this insurance shall not be reduced if any amount of workers' compensation benefits that are required to be pro-vided are not available to the "insured."
- 3. Any amount payable under this insurance shall be reduced by any deductible you elect. However, the deductible applies only to you and any "family member."

## E. Changes In Conditions

1. The Transfer Of Rights Of Recovery Against Others To Us Condition is replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, and that other person is an uninsured motorist, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

 Duties In The Event Of Accident, Claim, Suit Or Loss is amended by the addition of the following:

If requested by us, the "insured" shall furnish a sworn statement of earnings since the "accident" and for a reasonable time prior to the "accident."

3. **Legal Action Against Us** is amended by the addition of the following:

No claimant may bring a legal action for personal injury protection benefits against us more than a year after the "accident." There are two exceptions. The action may be brought if we have been given notice within a year after the "accident" or have made a payment of benefits. In these cases, a claimant may bring the action within a year after the most recent payment. However, the claimant may not re-cover benefits for any part of a loss incurred more than a year before the action was brought.

4. The following conditions are added:

## **Reimbursement and Trust**

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

## **Coordination and Non-Duplication**

- a. If an "insured" is entitled to personal injury protection benefits under more than one policy, the maximum recovery under all policies shall not exceed the amount payable under the policy providing the highest dollar limit.
- No person may recover duplicate benefits for the same expenses or loss.

## **Premium Recomputation**

Chapter 31 of the Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for the policy reflects these limitations. If a court from which there is no appeal declares any of these limitations unenforceable we will have the right to recompute the premium. The rates we use to recompute the premium will be subject to review by the Commissioner of Insurance. If you choose to delete any coverage as the result of the

court's decision, we will compute any refund of premium on a prorate basis.

## F. Additional Definitions

As used in this endorsement:

- "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code. This definition replaces the definition in the policy.
- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.

COMMERCIAL AUTO AC 31 16 11 15

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## INDIANA UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Indiana, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM

## **SCHEDULE**

"Bodily Injury"	\$	Each "Accident"	
Information required to complete this Schedule,	if not shown abov	ve, will be shown in the Declarations.	

## A. Coverage

 We will pay all sums an "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damage must result from "bodily injury" sustained by an "insured" and caused by an "accident" with an "underinsured motor vehicle".

The owner's or driver's liability for this damage must result from the ownership, maintenance or use of the "underinsured motor vehicle".

2. We will pay under this coverage only if:

The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.

## B. Who Is An Insured

If the Named Insured is:

- 1. An individual, then the following are "insureds":
  - a. The Named Insured's "family members".
  - **b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto" that is out of service because of its breakdown, repair, servicing, "loss" or destruction
  - **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

## C. Exclusions

This insurance does not apply to:

- 1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- The direct or indirect benefit of any insurer of property.
- 3. "Bodily injury" if sustained by:
  - a. An individual insured while "occupying" or when struck by any vehicle owned by the Named Insured that is not a covered "auto" under this Coverage Form; or
  - **b.** Any "family member" while "occupying" or when struck by any vehicle owned by a Named Insured that is insured on a primary basis under any other Coverage Form or policy.
- Any "insured" using a vehicle without a reasonable belief that the "insured" is entitled to do so.

- 5. Punitive or exemplary damages.
- 6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- "Noneconomic loss" sustained by any "insured" if such "insured" is an uninsured motorist with a previous violation as defined in Indiana Code Section 27-7-5.1.

However, Exclusion **C.7**. does not apply to an "insured" under 18 years of age.

#### D. Limit Of Insurance

- Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit shown in this endorsement.
- The Limit of Insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
- No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage endorsement attached to this Coverage Part.
  - We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
  - We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.
- **4.** No "insured" shall recover duplicate payments for the same elements of "loss" or payments in excess of damages sustained.

## E. Changes In Conditions

The CONDITIONS are changed for UNDERIN-SURED MOTORISTS COVERAGE as follows:

 Other Insurance in the Business Auto and Garage Coverage Forms is replaced by the following: If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
  - (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
- 2. The Legal Action Against Us provision is replaced by the following:
  - a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
  - b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident". However, this Paragraph 2.b. does not apply if, within two years after the date of the "accident".

The "insured" has filed an action for "bodily injury" against the owner or operator of the "underinsured motor vehicle", and such action is:

- (1) filed in a court of competent jurisdiction; and
- (2) not barred by the applicable state statute of limitations.

In the event that the two year time limitation identified in this Condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

- 3. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:
  - **a.** Promptly send us copies of the legal papers if a "suit" is brought.
  - b. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner, or operator of such "underinsured motor vehicle".
- 4. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:
  - a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and promptly pay us back the amount we have paid.
  - b. If we make a payment because the insurer of the "underinsured motor vehicle" is or becomes insolvent, the Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any rights of recovery against:
    - (1) The Indiana Guaranty Fund; or
    - (2) The "insured" of the insolvent insurer, except in amounts that exceed the limit of liability of the Coverage Form or policy that was issued by that insolvent insurer.

## F. Additional Definitions

As used in this endorsement:

- 1."Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child
- 2."Noneconomic loss" means costs for physical and emotional pain and suffering, physical impairment, emotional distress, mental anguish, loss of enjoyment, loss of companionship, services and consortium, and any other noneconomic damages.
- "Occupying" means in, upon, getting in, on, out or off.
- 4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the financial responsibility law of Indiana but their limits are either:
  - a. Less than the limit of liability for this coverage; or
  - **b.** Reduced by payments to others injured in the "accident" to an amount which is less than the limit of liability for this coverage.

However, "underinsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and can not provide the amounts required by that motor vehicle law.
- **b**. Owned by a governmental unit or agency.
- **c.** Designed for use mainly off public roads while not on public roads.

All terms and conditions of this policy apply unless modified by this endorsement.

EFFECTIVE DATE: 1201 AM Standard Time, (at your principal place of business)

COMMERCIAL AUTO AC 31 17 (10-01)

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## OHIO UNINSURED MOTORISTS COVERAGE - PROPERTY DAMAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Ohio, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM

### **SCHEDULE**

## LIMIT OF INSURANCE

Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

#### 1. **COVERAGE**

- a. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "property damage" to a covered "auto" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- b. If this insurance provides a limit in excess of the amount required by the applicable law where a covered "auto" is principally garaged, we will pay only after all property damage liability bonds or policies have been exhausted by payment of judgments or settlements.
- c. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

## 2 **EXCLUSIONS**

This insurance does not apply to:

- a. Any claim settled without our consent.
- b. The first \$250 of the amount of "property damage" to a covered "auto" as a result of any one "accident".
- Any "insured" using a vehicle without a reasonable belief that the person is entitled to do so.

- d. Any motor vehicle owned by you for which you have purchased collision coverage under this Coverage Form or any other Coverage Form or policy.
- e. If the owner or operator of the "uninsured motor vehicle" cannot be identified.
- The direct or indirect benefit of any insurer of the property.
- g. Punitive or exemplary damages.

## 3 LIMIT OF INSURANCE

- a. Regardless of the number of covered "autos", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" will be the lesser of the limit of UNINSURED MOTORISTS COVERAGE PROPERTY DAMAGE shown in the schedule or declarations or the actual cash value of your damaged "auto" at the time of the "accident".
- b. Any amount payable under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible.
- c. An adjustment for the depreciation and physical condition will be made in determining actual cash value at the time of "loss".

### 4. CHANGES IN CONDITIONS

The CONDITIONS are changed for Uninsured Motorists Coverage as follows:

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a. OTHER INSURANCE in the Business Auto and Garage Coverage Forms and OTHER INSURANCE - PRIMARY AND EXCESS IN-SURANCE PROVISIONS in the Truckers and Motor Carrier Coverage Forms is amended by the addition of the following:

The reference to "other collectible insurance" applies only to other collectible uninsured motorists coverage.

If this Coverage Form and any other Coverage Form or policy providing similar insurance applies to the same "accident", the maximum recovery under all the Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

- DUTIES IN THE EVENT OF ACCIDENT, CLAIM SUIT OR LOSS is changed by adding the following:
  - Promptly notify the police if a hit-andrun driver is involved; and
  - 2) Promptly send us copies of the legal papers if a "suit" is brought

### 5 ADDITIONAL DEFINITIONS

As used in this endorsement:

- a. "Property damage" means injury to or destruction of a covered "auto". However, "property damage" does not include:
  - Loss of use of a covered "auto"; or
  - 2) Damage to property owned by the "insured" while contained in a covered "auto".
- b. "Occupying" means in, upon getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle:
  - For which no liability bond or policy affording coverage for "property damage" applies at the time of the accident;
  - For which an insuring or bonding company denies coverage or is or becomes insolvent

However, "uninsured motor vehicle" does not include any vehicle:

- a) Owned or operated by a selfinsurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law, or
- b) Designed for use mainly off public roads while not on public roads.

All terms and conditions of this policy apply unless modified by this endorsement.

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**COMMERCIAL AUTO** AC 70 00 03 16

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **AUTO MEDICAL PAYMENTS AMENDMENT**

This endorsement modifies insurance provided under the following:

AUTO MEDICAL PAYMENTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The change to the Transfer of Rights Of Recovery Against Others To Us Condition is removed.

**COMMERCIAL AUTO** AD 25 64 03 16

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGES**

This endorsement modifies insurance provided under the following:

### AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

## SCHEDULE

Limits of Insurance				Each Claim Deductible
\$500,000	Each Occurrence	\$1,000,000	Aggregate	\$10,000

## A. Coverage

SECTION III - ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGES, Paragraph A is removed in its entirety and replaced with the following Coverage(s) that have been selected with the checkbox below:



## 1. Title Errors and Omissions Liability Coverage

We will pay all sums an "insured" legally must pay as "damages" in connection with the sale or lease of an "auto" in the course of your "auto dealer operations", during the policy period shown on the Declarations, arising from any claim or suit resulting from any error or omission committed in the coverage territory by an "insured" in "title paper preparation".

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "acts, errors or omissions" to which this insurance does not apply. We may investigate and settle any claim or "suit" we consider appropriate. But:

- a. The amount we will pay for damages is limited as described in Paragraph E. Limits of Insurance And Deductible: and
- b. Our duty to defend or settle ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or performs acts or services are covered unless explicitly provided for under Paragraph D. Supplementary Payments.



## 2. Odometer and Prior Damage Disclosure Liability Coverage

We will pay all sums an "insured" legally must pay as "damages" in connection with the sale or lease of an "auto" in the course of your "auto dealer operations", during the policy period shown on the Declarations, committed in the coverage territory, arising out of an "insured's" failure to comply with any local, state, or

federal law or regulation concerning the disclosure of accurate odometer mileage or "prior damage" to consumers.

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "acts, errors or omissions" to which this insurance does not apply. We may investigate and settle any claim or "suit" we consider appropriate. But:

- a. The amount we will pay for damages is limited as described in **Paragraph E. Limits of Insurance**And Deductible: and
- b. Our duty to defend or settle ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or performs acts or services are covered unless explicitly provided for under **Paragraph D. Supplementary Payments**.



## 3. Truth in Lending Errors and Omissions Coverage

We will pay all sums an "insured" legally must pay as "damages" in connection with the sale or lease of an "auto" in the course of your "auto dealer operations", during the policy period shown on the Declarations, committed in the coverage territory, arising out of an "insured's" failure to comply with any local, state or federal law or regulation concerning the disclosure of credit or lease terms to consumers, including, but not limited to, the Truth In Lending and Consumer Leasing Acts.

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "acts, errors or omissions" to which this insurance does not apply. We may investigate and settle any claim or "suit" we consider appropriate. But:

- a. The amount we will pay for damages is limited as described in **Paragraph E. Limits of Insurance And Deductible**; and
- b. Our duty to defend or settle ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or performs acts or services are covered unless explicitly provided for under **Paragraph D. Supplementary Payments**.



## 4. Dealers' Insurance Agents' Errors and Omissions Coverage

We will pay all sums an "insured" legally must pay as "damages" in connection with the sale or lease of an "auto" in the course of your "auto dealer operations", during the policy period shown on the Declarations, arising in an "insured's" capacity as an insurance agent or broker in the offering, placement or maintenance of any "auto" physical damage, auto loan/lease gap, credit life or credit disability insurance sold, but only if the "insured" holds a valid insurance agent or broker license at the time the "act, error or omission" is committed, in the jurisdiction in which your "auto dealer operations" is located, if required to do so by such jurisdiction.

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "acts, errors or omissions" to which this insurance does not apply. We may investigate and settle any claim or "suit" we consider appropriate. But:

- a. The amount we will pay for damages is limited as described in **Paragraph E**. **Limits of Insurance And Deductible**; and
- b. Our duty to defend or settle ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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No other obligation or liability to pay sums or performs acts or services are covered unless explicitly provided for under **Paragraph D. Supplementary Payments**.

#### B. Other Provisions

The other portions of **SECTION III – ACTS**, **ERRORS OR OMISSIONS LIABILITY COVERAGES** of the Auto Dealers Coverage Form apply to this endorsement, specifically: **B. Exclusions**, **C. Who is An Insured**, **D. Supplementary Payments and E. Limits of Insurance**. In addition, **SECTION IV – CONDITIONS** and **SECTION V – DEFINITIONS** apply to this endorsement. No other sections or paragraphs of sections of the Auto Dealers Coverage Form apply.

### C. Limits of Insurance

Solely for the purposes of this endorsement, **Subparagraph E.1** of **Limit of Insurance and Deductible** of **SECTION III – ACTS**, **ERRORS OR OMISSIONS LIABILITY COVERAGES**, is deleted and replaced with the following:

- 1. Regardless of the number of:
  - a. "Insureds";
  - b. Claims made or "suits" brought;
  - c. Persons or organizations making claims or bringing "suits";
  - d. "Acts, errors or omissions"; or
  - e. Coverages selected within this endorsement

the most we will pay for all damages arising from the "acts, errors or omissions" committed during the policy period for any one occurrence is shown in the Schedule above. The Aggregate Limit is the most we will pay for all damages because of "acts, errors or omissions" under this coverage.

## D. Deductible

Solely for the purposes of this endorsement, **Subparagraph E.3** of **Limit of Insurance and Deductible** of **SECTION III – ACTS**, **ERRORS OR OMISSIONS LIABILITY COVERAGES**, is deleted and replaced with the following:

3. Our obligation to pay damages applies only to the amount of damages in excess of the Each Claim Deductible shown in the Schedule above. The Each Occurrence and Aggregate Limits of Insurance for this coverage will not be reduced by the amount of the Each Claim Deductible.

To settle a claim or "suit", we may pay all or any part of the Each Claim Deductible. If this happens, you must reimburse us for the Each Claim Deductible or that part of the Each Claim Deductible that we paid.

## E. Additional Definitions

Solely for the purposes of this endorsement, SECTION V – DEFINITIONS is amended to add:

- 1. "Damages" mean compensatory amounts awardable by a court of law or administrative agencies.

  "Damages" do not mean civil penalties, fines, assessments, or demands for injunctive or equitable relief.
- 2. "Acts, errors or omissions" mean any actual or alleged negligent act, error or omission committed by an "insured" in the course of your "auto dealer operations" as defined under items 1., 2., 3., 4. listed under Paragraph A. Coverage above.
- 3. "Prior Damage" means physical damage sustained to the "auto" as a result of an "accident" prior to the date of the sale. "Prior damage" does not include damage resulting from wear and tear or mechanical breakdown other than damage directly related to an "accident" prior to the date of sale.

4. "Title paper preparation" means the preparation of official title papers or Uniform Commercial Code forms for registering an "auto", mobile equipment or watercraft sold by you, including the designation of a lienholder who holds a financial interest in the "auto", mobile equipment or watercraft.

## F. Additional Condition

You many not abandon an "auto" to us. Our payment of "damages" ends our duty you under this endorsement.

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DEALERS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

## A. Limited Fellow Employee Coverage

**SECTION I – COVERED AUTOS COVERAGES, D. Covered Auto Liability Coverage**, Exclusion **4.e. Fellow Employee** does not apply to any "employee" who is your "executive officer", manager or director. The coverage provided by this **Limited Fellow Employee Coverage** is excess over any other collectible insurance, and does not apply if a separate Fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy.

## **B.** Personal Effects Coverage

SECTION I – COVERED AUTOS COVERAGES, Paragraph D. Covered Autos Liability Coverage is amending adding the following provision:

#### 6. Personal Effects Coverage

We will pay up to \$500 for "loss" to wearing apparel and other personal effects which are:

- a. owned by an "insured"; and
- b. in or on your covered "auto".

This coverage applies only in the event of theft of your covered "auto." No deductible applies to this coverage.

## C. Accidental Discharge Of Airbag

**SECTION I – COVERED AUTOS COVERAGES, Paragraph F.3.f**. is amended by adding the following provision:

However, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

## D. Non-Owned Watercraft

**SECTION II – GENERAL LIABILITY COVERAGES**, **Paragraph A.2.g.(2)(a)** is modified by deleting "26" in line 1 thereof and replacing it with "51". All other terms of Paragraph A.2.g.(2)(a) remain the same

## E. Automatic Additional Insureds

1. SECTION II – GENERAL LIABILITY COVERAGES, Paragraph D. Who Is An Insured is amended to include as an additional "insured" any person or organization described in Paragraphs 3.a. through 3.e. below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional "insured" on your policy for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by your acts or

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omissions, or the acts or omissions of those acting on your behalf, in connection with your "auto dealer operations", subject to the following provisions:

- **a.** The written contract or written agreement must be:
  - (1) Valid and legally enforceable;
  - (2) Currently in effect or becoming effective during the term of this policy; and
  - (3) Executed by you and the additional "insured" prior to an "accident" resulting in "bodily injury", "property damage", or "personal and advertising injury".
- **b.** The insurance provided to such additional "insured(s)" only applies to the extent permitted by law.
- **c.** If coverage provided to the additional "insured(s)" is required by a written contract or written agreement, the insurance afforded to such additional "insured(s)" will not be broader than that which you are required by the written contract or written agreement above.
- **d.** The most we will pay on behalf of the additional "insured(s)" is the amount of insurance is the lesser of:
  - (1) Required by the written contract or agreement described above; or
  - (2) Available under the applicable Limits of Insurance shown in the Auto Dealer Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Auto Dealer Declarations.

# 2. Paragraph F. Limits Of Insurance – General Liability Coverages under SECTION II – GENERAL LIABILITY COVERAGES is amended to add:

- **8.** The insurance provided to the additional "insured(s)" does not apply to liability arising out of the sole negligence of such additional "insured(s)".
- 9. The insurance afforded to an additional "insured" under this endorsement does not apply to any person or organization included as an additional "insured" under a separate endorsement issued by us and made a part of this Auto Dealer Coverage Form but only except to the extent that such separate endorsement provides the same or equivalent coverage as provided under Paragraphs 3.a. through 3.e. below.
- **3.** Only the following persons or organizations are additional "insureds" under this endorsement, with coverage for such additional "insureds" further limited as provided herein:

## a. Owners, Managers Or Lessors of Leased Or Rented Land Or Premises

An owner, manager or lessor of land or premises that are the locations which comprise your "auto dealer operations" but only with respect to liability arising out of the ownership, maintenance and use of that part of such land or premises leased or rented to you for "auto dealer operations". However, their status as an additional "insured" ends when their contract or agreement with you regarding the land or premises ends or expires.

Such owner, manager or lessor shall not be an additional "insured" with respect:

- (1) Any "accident" which occurs after you cease to be a tenant in the premises or you cease to lease or rent the land.
- (2) Structural alterations, new construction or demolition operations performed by or for such additional "insured".

## b. Mortgagee, Assignee, Or Receiver

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A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of real property by you at a location which is part of your "auto dealer operations". However, their status as an additional "insured" under this policy ends when their contract or agreement with you regarding the land or premises ends or expires.

Such mortgagee, assignee or receiver shall not be an additional "insured" with respect to structural alterations, new construction and demolition operations performed by or for such additional "insured".

#### c. Lessor Of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to their liability arising out of the maintenance, operation or use by you of the equipment leased to you by such person or organization in connection with your "auto dealer operations". However, their status as an additional "insured" ends when their contract or agreement with you for such leased equipment ends.

Such lessor of equipment shall not be an additional "insured" with respect to:

- (1) Any "accident" which takes place after the equipment lease expires;
- (2) "Bodily injury", "property damage" or "personal and advertising injury" arising out of "work you performed" in connection with such leased equipment.

#### d. Controlling Interest

Any person(s) or organization(s) with a controlling interest in you, if you are not an individual, but only with respect to their liability arising out of:

- (1) Their financial control of the you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises for your "auto dealer operations".

Such person(s) or organization(s) shall not be an additional "insured(s)" with respect to structural alterations, new construction and demolition operations performed by or for such additional "insured(s)".

However, their status as an additional "insured" ends when either their contract or agreement with you regarding the land or premises ends or expires, or their financial control of you ends.

#### e. Co-owner Of Insured Premises

A co-owner of a premises with you of a location which is part of your "auto dealer operations" but only with respect to the co-owner's liability as a co-owner of such premises.

However, their status as an additional "insured" under this policy ends when their co-ownership of the premises ends or expires.

#### F. Newly Formed Or Acquired Auto Dealership – Extended Period Of Coverage

**SECTION II – GENERAL LIABILITY COVERAGES**, **Paragraph D.6.a.** is modified by deleting "90<sup>th</sup>" in line 2 thereof and replacing it with "180<sup>th</sup>". All other terms of Paragraph D.6.a. remain the same.

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#### G. Knowledge of Accident, Claim, Offense, Suit, Loss, Or Acts, Errors Or Omissions

SECTION IV – CONDITIONS, Paragraph A.2.a. Duties In The Event Of Accident, Claim, Offense, Suit Loss Or Acts, Errors Or Omissions is deleted and replaced by the following:

- a. In the event of "accident", claim, "suit", offense, "loss" or "act, error or omission", you must give us or our authorized representative prompt notice of the "accident", offense, "loss" or "act, error or omission" when the "accident", offense, "loss" or "act, error or omission" is known to:
  - 1. You, if you are an individual;
  - 2. A partner, if you are a partnership;
  - 3. A manager, if you are a limited liability company; or
  - 4. An "executive officer", or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

#### And you must include:

- (1) How, when and where the "accident", offense, "loss" or "act, error or omission" occurred;
- (2) What the "act, error or omission" was;
- (3) The "insured's" name and address;
- (4) To the extent possible, the names and addresses of:
  - (a) Any injured persons and witnesses; or
  - (b) Anyone who may suffer damages as a result of an "act, error or omission".

# H. Blanket Waiver of Transfer Of Rights of Recovery Against Others To Us

SECTION IV – CONDITIONS, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us is amended by adding the following provision:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this Coverage Form.

#### I. Unintentional Failure To Disclose Hazards

**SECTION IV – CONDITIONS, Paragraph B.2. Concealment, Misrepresentation or Fraud** is amended by adding the following provision:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### J. Liberalization

SECTION IV - CONDITIONS, Paragraph B.3. Liberalization is deleted and replaced by the following:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

#### K. Amendment To Other Insurance Clause

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## **SECTION IV – CONDITIONS, B.5. Other Insurance** is amended by adding the following provision:

g. Regardless of the provisions of subparagraph a. above, this Coverage Form's insurance is primary with respect to liability arising out of an "insured's" use, operation or maintenance of a "customer's auto" while left with you for service, repair, storage or safekeeping in connection with your "auto dealer operations". If this Coverage Form's insurance is primary under this subparagraph g., other insurance applicable to the "customer's auto", whether primary, excess or on any other basis, shall be excess over this coverage. This coverage does not extend to "leased autos".

With respect to this provision, the following definition is included:

"Leased auto" means an "auto" you lease or rent to a lessee or renter, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a lease or rental agreement that requires the lessee or renter to provide primary insurance for you.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BLANKET GARAGEKEEPERS AND PHYSICAL DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

# BLANKET GARAGEKEEPERS COVERAGE (ONLY APPLICABLE IF GARAGEKEEPERS COVERAGE IS ENDORSED)

Items 5.a. and 5.b. of Limits of Insurance and Deductibles in SECTION I – COVERED AUTOS COVERAGES, Paragraph E. Garagekeepers Coverage are deleted and replaced by:

#### 5. Limits of Insurance And Deductibles

- a. Regardless of the number of "customer's autos," "insureds," premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Blanket Garagekeepers Limit of Insurance. For purposes of this endorsement, the Blanket Garagekeepers Limit of Insurance is the sum of the Limits of Insurance for Garagekeepers Coverage shown in the Declarations or Change Endorsement. Prior to the application of the Blanket Garagekeepers Limit of Insurance, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:
  - 1. Theft or mischief or vandalism; or
  - 2. All perils.
- **b.** The maximum deductible stated in the Declarations or Change Endorsement for Garagekeepers Coverage Comprehensive is the most that will be deducted for all "loss" in any one event caused by:
  - 1. Theft or mischief or vandalism; or
  - 2. All perils.

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# BLANKET PHYSICAL DAMAGE COMPREHENSIVE COVERAGE (ONLY APPLICABLE IF PHYSICAL DAMAGE COVERAGE IS ENDORSED)

Item 4.d. of the Limits of Insurance provision in SECTION I – COVERED AUTOS COVERAGES, Paragraph F – Physical Damage Coverage is deleted and replaced by:

- c. The following provisions also apply:
  - Regardless of the number of covered "autos" involved in the "loss," the most we will pay for all "loss" at any one location is the Blanket Physical Damage Comprehensive Limit of Insurance. For purposes of this endorsement the Blanket Physical Damage Comprehensive Limit is the sum of the Limits of Physical Damage Comprehensive Insurance of all locations shown in the Declarations or Change Endorsement.
  - 2. Regardless of the number of "autos" involved in the "loss," the most we will pay for all "loss" in transit is the amount shown in the Declarations or Change Endorsement for "loss" in transit.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DEALERS – REPLACEMENT AND REPAIRS COSTS

This endorsement modifies insurance provided under the following:

#### AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### SECTION I - COVERED AUTO COVERAGES, Paragraph F - Physical Damage Coverage is amended as follows:

- Α. Exclusion 3.d.1., Expected Profit exclusion, is deleted.
- Limits of Insurance 4.a.(1) is deleted and replaced by the following: В.

"Loss" to any one covered "auto is:

- (a) the "wholesale value" of the "auto" at the time of the "loss", if the "auto is a "total loss"; or
- (b) the lesser of the following amounts, if the "auto" is not a "total loss":
  - (1) The usual and customary charge for repairs in your area; or
  - (2) The difference between the "wholesale value" of the "auto" at the time of the "loss" and the "wholesale value" of the "auto" after the "loss".
- C. The term "wholesale value" is substituted for the term "value" in the Quarterly or Monthly Reporting Premium Basis and Nonreporting Premium Basis paragraphs.
- D. The following sub-paragraph is added:

#### 6. Additional Definitions

- a. "Total loss" means that the cost of repairs plus the salvage value of the 'auto" exceeds the "wholesale value" of the "auto."
- **b.** "Wholesale value" means either:
  - (1) Your net dealer cost invoice price for a "new auto;" or
  - (2) The value based on auction reports and dealers wholesale reports in your area for other than a "new auto."
- **c.** "New auto" means an "auto" not older than the current or previous model year which:
  - (1) Has not been damaged in any previous "loss," and
  - (2) Has not been registered or titled, unless your state requires that the "auto" be registered or titled in your name; and
  - (3) Has been driven less than 6,000 miles.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BROAD FORM PRODUCTS/BROAD FORM WORK PERFORMED COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Deductible - \$500 unless another deductible is shown below

**Broad Form Products Deductible: \$** 

**Broad Form Work Performed Deductible: \$** 

Paragraph A. Bodily Injury And Property Damage Liability of SECTION II - GENERAL LIABILITY **COVERAGES** is modified as follows:

- A. Exclusion 2.h. Defective Products is deleted. However, subject to the General Liability Bodily Injury And Property Damage Liability Each "Accident" Limit, the coverage only applies to that amount of "property damage" to your "products" that exceeds the deductible shown in the Schedule above for any one "accident".
- B. Exclusion 2.i. Work You Performed is deleted. However, subject to the General Liability Bodily Injury And Property Damage Liability Each "Accident" Limit, the coverage only applies to that amount of "property damage" to your "work performed" that exceeds the deductible shown in the Schedule above for any one "accident".

#### LOSS PAYABLE SCHEDULE

XTRA LEASE LLC 2150 NORTHBRIDGE AVE BALTIMORE, MD 21226-9319

MERCEDES BENZ FINANCIAL SERVICES LLC PO BOX 279319 **SACRAMENTO, CA 95827-9319** 

PREMIER TRAILER LEASING INC 751 FRANKFURST AVE BALTIMORE, MD 21226-1018

XTRA LEASE LLC 6943 RECOVERY RD LOUISVILLE, KY 40214-4539

REDLINE TOWING INC / REDLINE LEASING CORP. 347 MAIN ST DICKSON CITY, PA 18519

PACCAR LEASING COMPANY & PALMER LEASING, LLC 65 PARTNERSHIP WAY CINCINNATI, OH 45241

P.J.K. FOOD SERVICE, LLC DBA KEANY PRODUCE & GOURMET 3306-3310 75TH AVE LANDOVER, MD 20785

## NAMED INSURED SCHEDULE

AIM LEASING COMPANY - DBA AIM NATIONALEASE FLEMING LEASING I 45 CHERRY HILL COURT 45 CHERRY HILL COURT II FLEMING LEASING LLC AIM LEASING CO – DBA AIM TRANSPORTATION SOLUTIONS

# UNINSURED AND UNDERINSURED LIMIT SCHEDULE

State	UM/UIM Limit of Insurance
AZ	\$ 35,000
CO	\$ 50,000
GA	\$ 75,000
IL	\$ 50,000
IN	\$ 50,000
KY	\$ 60,000
MD	\$ 75,000
MI	\$ 40,000
NC	\$ 85,000
ОН	\$ 50,000
PA	\$ 35,000
TX	\$ 85,000

RE: CA2001P

IT IS UNDERSTOOD AND AGREED THAT NATIONALEASE AND ALL ITS MEMBERS-OWNERS, 2651 WARRENVILLE RD, DOWNERS GROVE, IL 60515 ARE NAMED ADDITIONAL INSURED'S AND LOSS PAYEE'S FOR ANY AUTOS INCLUDING ALL OWNED, RENTED, LEASED, EXTRAS, OR SUBSTITUTES, AS THEIR INTEREST MAY APPEAR IN THE ABOVE POLICY.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# LEASED AUTO EXCLUSION AMENDMENT

This endorsement modifies insurance provided under the following.

#### AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The Leased Auto exclusion of the Coverage Form is deleted and replaced with the following.

#### **Leased Autos**

Any covered "auto" while leased or rented to others. But this exclusion does not apply to:

- 1) A covered "auto" you rent to one of your customers while their "auto" is left with you for service or repair;
- 2) Any "loss" resulting from or caused by "work you performed" on a leased "auto";
- 3) You or your "employee" or "temporary worker" while a leased or rented "auto" is in your custody for service, repair, pickup or delivery in the course of your business; or
- 4) Claims for negligent entrustment of an "auto".

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# **AUTO DEALERS COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and include your spouse, if you are an individual. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section  ${\bf V}$  – Definitions.

#### SECTION I - COVERED AUTOS COVERAGES

# A. Description Of Covered Auto Designation Symbols

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

Symbol		Description Of Covered Auto Designation Symbols
21	Any "Auto"	Description of Covered Auto Designation Symbols
22	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
23	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
24	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
25	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
26	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
27	Specifically Described "Autos"	Only those "autos" described in Item Seven of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to a power unit described in Item Seven).
28	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
29	Non-owned "Autos" Used In Your "Auto" Dealership	Any "auto" you do not own, lease, hire, rent or borrow used in connection with your "auto" dealership described in the Declarations. This includes "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company) or members of their households while used in your "auto" dealership.

30	"Autos" Left With You For Service, Repair, Storage Or Safekeeping	Any land motor vehicle, trailer or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. This also includes "autos" left in your care by your "employees" and members of their households who pay for the services performed.
31	"Auto" Dealers' "Autos" (Physical Damage Coverages)	Any "autos" and the interests in these "autos" described in Item Six of the Declarations.

# B. Owned Autos You Acquire After The Policy Begins

- If Symbols 21, 22, 23, 24, 25 or 26 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 27 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - **b.** You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

# C. Certain Trailers And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

- "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - **b**. Repair;
  - c. Servicing;

- d. "Loss"; or
- e. Destruction.

#### D. Covered Autos Liability Coverage

#### 1. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered "Autos" Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

#### 2. Who Is An Insured

The following are "insureds" for covered "autos":

- a. You for any covered "auto".
- **b.** Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto".
    - This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is yours.
  - **(4)** Your customers. However, if a customer of yours:
    - (a) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.
    - (b) Has other available insurance (whether primary, excess contingent) less than the compulsory or financial responsibility law limits "auto" is the covered principally garaged, they are an "insured" only for the amount by which the compulsory or financial responsibility law limits exceed the limit of their other insurance.
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.
- **c.** Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.
- d. Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

#### 3. Coverage Extensions

#### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

#### b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

#### 4. Exclusions

This insurance does not apply to any of the following:

#### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

#### b. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the "insured" would have in the absence of the contract or agreement.

#### c. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

# d. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the "insured" arising out of and in the course of:
  - (a) Employment by the "insured"; or
  - (b) Performing the duties related to the conduct of the "insured's" business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether the "insured" may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of Covered Autos Liability Coverage, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### e. Fellow Employee

"Bodily injury" to:

- (1) Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- (2) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (1) above.

#### f. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving:

- (1) Property owned, rented or occupied by the "insured";
- (2) Property loaned to the "insured";
- (3) Property held for sale or being transported by the "insured"; or
- (4) Property in the "insured's" care, custody or control.

But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### g. Leased Autos

Any covered "auto" while leased or rented to others. But this exclusion does not apply to a covered "auto" you rent to one of your customers while their "auto" is left with you for service or repair.

#### h. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is:
  - (a) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

- (b) Otherwise in the course of transit by or on behalf of the "insured"; or
- (c) Being stored, disposed of, treated or processed in or upon the covered "auto":
- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph (1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

Paragraphs (2) and (3) above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### i. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### j. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- (1) Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- (2) After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

# k. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### I. Defective Products

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products", at the time it was transferred to another.

#### m. Work You Performed

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

### n. Damage To Impaired Property Or Property Not Physically Damaged

"Property damage" to "impaired property" or other property not physically damaged if caused by:

- (1) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- (2) A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, n.(2), does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

#### o. Products Recall

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### p. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

#### q. Acts, Errors Or Omissions

"Bodily injury" or "property damage" arising out of "acts, errors or omissions".

# 5. Limit Of Insurance – Covered Autos Liability

For "accidents" resulting from the ownership, maintenance or use of covered "autos", the following applies:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" involving a covered "auto" is the Limit of Insurance for Covered "Autos" Liability Coverage shown in the Declarations.

Damages and "covered pollution cost or expense" payable under the Limit of Insurance for Covered "Autos" Liability Coverage are not payable under any applicable Limits of Insurance under Section II – General Liability Coverages or Section III – Acts, Errors Or Omissions Liability Coverage.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Auto Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

#### E. Garagekeepers Coverage

#### 1. Coverage

a. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "auto dealer operations" under:

#### (1) Comprehensive Coverage

From any cause except:

- (a) The "customer's auto's" collision with another object; or
- (b) The "customer's auto's" overturn.

# (2) Specified Causes Of Loss Coverage Caused by:

- (a) Fire, lightning or explosion;
- (b) Theft; or
- (c) Mischief or vandalism.

### (3) Collision Coverage

Caused by:

- (a) The "customer's auto's" collision with another object; or
- (b) The "customer's auto's" overturn.
- b. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any loss to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

### 2. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- **b.** Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".
- c. Your members, if you are a limited liability company, but only with respect to the conduct of your "auto dealer operations". Your managers are also "insureds", but only with respect to their duties as your managers.
- d. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
- e. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations".

### 3. Coverage Extensions

The following apply as **Supplementary Payments**. We will pay for the "insured":

- a. All expenses we incur.
- **b.** The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- **c.** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

#### 4. Exclusions

a. This insurance does not apply to any of the following:

## (1) Contractual

Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.

### (2) Theft

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your stockholders.

#### (3) Defective Parts

Defective parts or materials.

#### (4) Faulty Work

Faulty "work you performed".

- **b.** We will not pay for "loss" to any of the following:
  - (1) Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".
  - (2) Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.
  - (3) Sound-receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
  - (4) Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- c. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
  - (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### 5. Limit Of Insurance And Deductibles

- a. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit Of Insurance shown in the Declarations for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:
  - (1) Collision; or
  - (2) With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:
    - (a) Theft or mischief or vandalism; or
    - (b) All perils.
- b. The maximum deductible stated in the Declarations for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:
  - (1) Theft or mischief or vandalism; or
  - (2) All perils.
- **c.** To settle a claim or "suit", we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that part of the deductible that we paid.

### F. Physical Damage Coverage

### 1. Coverage

a. We will pay for "loss" to a covered "auto" or its equipment under:

#### (1) Comprehensive Coverage

From any cause except:

- (a) The covered "auto's" collision with another object; or
- (b) The covered "auto's" overturn.

# (2) Specified Causes Of Loss Coverage

Caused by:

- (a) Fire, lightning or explosion;
- (b) Theft;
- (c) Windstorm, hail or earthquake;
- (d) Flood;
- (e) Mischief or vandalism; or
- **(f)** The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

#### (3) Collision Coverage

Caused by:

- (a) The covered "auto's" collision with another object; or
- (b) The covered "auto's" overturn.

## b. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- (1) Glass breakage;
- (2) "Loss" caused by hitting a bird or animal; and
- (3) "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

# 2. Coverage Extension – Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- a. Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- b. Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- c. Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

#### 3. Exclusions

a. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

#### (1) Nuclear Hazard

- (a) The explosion of any weapon employing atomic fission or fusion; or
- (b) Nuclear reaction or radiation, or radioactive contamination, however caused.

#### (2) War Or Military Action

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- **b.** We will not pay for "loss" to any of the following:
  - (1) Any covered "auto" leased or rented to others unless rented to one of your customers while their "auto" is left with you for service or repair.
  - (2) Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.
  - (3) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - (4) Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- (5) Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- (6) Any accessories used with the electronic equipment described in Paragraph (5) above.

Exclusions **b.(5)** and **b.(6)** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (a) Permanently installed in or upon the covered "auto";
- (b) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (c) An integral part of the same unit housing any electrical equipment described in Paragraphs (a) and (b) above; or
- (d) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

#### c. False Pretense

We will not pay for "loss" to a covered "auto" caused by or resulting from:

- Someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or
- (2) Your acquiring an "auto" from a seller who did not have legal title.

#### d. We will not pay for:

- (1) Your expected profit, including loss of market value or resale value.
- (2) "Loss" to any covered "auto" displayed or stored at any location not shown in Item Three of the Declarations if the "loss" occurs more than 45 days after your use of the location begins.
- (3) Under the Collision Coverage, "loss" to any covered "auto" while being driven or transported from the point of purchase or distribution to its destination if such points are more than 50 road miles apart.
- (4) Under the Specified Causes of Loss Coverage, "loss" to any covered "auto" caused by or resulting from the collision or upset of any vehicle transporting it.

e. We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### f. Other Exclusions

We will not pay for "loss" due and confined to:

- Wear and tear, freezing, mechanical or electrical breakdown.
- (2) Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

#### 4. Limits Of Insurance

- a. The most we will pay for:
  - (1) "Loss" to any one covered "auto" is the lesser of:
    - (a) The actual cash value of the damaged or stolen property as of the time of "loss": or
    - (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
  - (2) All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:
    - (a) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
    - (b) Removable from a permanently installed housing unit as described in Paragraph (2)(a) above; or
    - (c) An integral part of such equipment as described in Paragraphs (2)(a) and (2)(b) above.
- **b.** An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- d. The following provisions also apply:
  - (1) Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" at any one location is the amount shown in the Declarations for that location. Regardless of the number of covered "autos" involved in the "loss", the most we will pay for all "loss" in transit is the amount shown in the Declarations for "loss" in transit.

# (2) Quarterly Or Monthly Reporting Premium Basis

If, on the date of your last report, the actual value of the covered "autos" at the "loss" location exceeds what you last reported, when a "loss" occurs we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the total actual value at the "loss" location on the date of your last report.

If the first report due is delinquent on the date of "loss", the most we will pay will not exceed 75 percent of the Limit Of Insurance shown in the Declarations for the applicable location.

#### (3) Nonreporting Premium Basis

If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit Of Insurance shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the Limit of Insurance by the total actual value at the "loss" location at the time the "loss" occurred.

#### 5. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance shown in the Declarations, provided that:

- a. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to "loss" caused by:
  - (1) Theft or mischief or vandalism; or
  - (2) All perils.
- b. Regardless of the number of covered "autos" damaged or stolen, the per "loss" deductible for Comprehensive or Specified Causes of Loss Coverage shown in the Declarations is the maximum deductible applicable for all "loss" in any one event caused by:
  - (1) Theft or mischief or vandalism; or
  - (2) All perils.

# SECTION II – GENERAL LIABILITY COVERAGES

# A. Bodily Injury And Property Damage Liability

## 1. Coverage

- a. We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies caused by an "accident", and resulting from your "auto dealer operations" other than the ownership, maintenance or use of "autos".
  - We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. But:
  - (1) The amount we will pay for damages is limited as described in Paragraph F. Limits Of Insurance – General Liability Coverages; and
  - (2) Our duty to defend or settle ends when the applicable limit of insurance has been exhausted by payment of judgments or settlements under Paragraph A. Bodily Injury And Property Damage Liability or B. Personal And Advertising Injury Liability or medical expenses under Paragraph C. Locations And Operations Medical Payments.

- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.
- **b**. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "accident" occurs in the coverage territory;
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no "insured" listed under Paragraphs D.1. through D.4. of the Who Is An Insured provision and no "employee" authorized by you to give or receive notice of an "accident" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "insured" listed under Paragraphs D.1. through D.4. of the Who Is An Insured provision or any "employee" authorized by you to give or receive notice of an "accident" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Paragraphs D.1. through D.4. of the Who Is An Insured provision or any "employee" authorized by you to give or receive notice of an "accident" or claim:
  - Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

#### 2. Exclusions

This insurance does not apply to any of the following:

#### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

#### b. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the "insured" would have in the absence of the contract or agreement.

#### c. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

# d. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the "insured" arising out of and in the course of:
  - (a) Employment by the "insured"; or
  - (b) Performing the duties related to the conduct of the "insured's" business;
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.
- (3) A person arising out of any:
  - (a) Refusal to employ that person;
  - **(b)** Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(4) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (3)(a), (b) or (c) above are directed.

This exclusion applies:

- (a) Whether the injury-causing event described in Paragraph (3)(a), (b) or
   (c) above occurs before employment, during employment or after employment of that person;
- (b) Whether the "insured" may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Paragraphs (1) and (2) of this exclusion do not apply to liability assumed by the "insured" under an "insured contract".

### e. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Property loaned to the "insured";
- (3) Property held for sale or being transported by the "insured"; or
- (4) Property in the "insured's" care, custody or control.

Paragraphs (1), (2) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Paragraph F. Limits Of Insurance – General Liability Coverages.

This exclusion does not apply to liability assumed under a sidetrack agreement.

#### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any "insured";
  - (b) At or from any premises, site or location that is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) At or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf are performing operations:
    - (i) To test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of the "pollutants"; or
    - (ii) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor; or
  - (d) That are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "insured" or any person or organization for whom you may be legally responsible.

Paragraphs (1)(a) and (1)(c)(ii) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. A hostile fire means one that becomes uncontrollable, or breaks out from where it was intended to be.

Paragraph (1)(a) does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their quests.

Paragraph (1)(c)(ii) does not apply to "bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from material brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the "insured" would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any "insured". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "accident" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises where you conduct "auto dealer operations";
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - **(b)** Not being used to carry persons or property for a charge; or
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft.

#### h. Defective Products

"Property damage" to any of your "products", if caused by a defect existing in your "products" or any part of your "products", at the time it was transferred to another.

#### i. Work You Performed

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

### j. Damage To Impaired Property Or Property Not Physically Damaged

"Property damage" to "impaired property" or other property not physically damaged if caused by:

- (1) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- (2) A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed". But this exclusion, j.(2), does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

#### k. Products Recall

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### I. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### m. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law:
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair And Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

#### n. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

#### o. Liquor Liability

"Bodily injury" or "property damage" for which any "insured" may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Exclusions **c**. through **o**. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph **F**. Limits Of Insurance – General Liability Coverages.

#### B. Personal And Advertising Injury Liability

#### 1. Coverage

We will pay all sums the "insured" legally must pay as damages because of "personal and advertising injury" to which this insurance applies, caused by an offense arising out of your "auto dealer operations", but only if the offense was committed in the coverage territory during the policy period. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. But:

- a. The amount we will pay for damages is limited as described in Paragraph F. Limits Of Insurance – General Liability Coverages; and
- b. Our duty to defend or settle ends when the applicable limit of insurance has been exhausted by payment of judgments or settlements under Paragraph A. Bodily Injury And Property Damage Liability or Paragraph B. Personal And Advertising Injury Liability or medical expenses under Paragraph C. Locations And Operations Medical Payments.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

#### 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

# b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

#### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the "insured".

#### e. Contractual

"Personal and advertising injury" for which the "insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.

#### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

### g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

### h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

### i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

# j. Electronic Chat Rooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chat room or bulletin board the "insured" hosts, owns, or over which the "insured" exercises control.

#### k. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

#### I. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

#### m. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

#### n. War

"Personal and advertising injury" arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### o. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair And Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

#### p. Employment-related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph (1)(a), (b) or (c) above are directed.

This exclusion applies:

- (a) Whether the injury-causing event described in Paragraph (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- **(b)** Whether the "insured" may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

#### q. Acts, Errors Or Omissions

"Personal and advertising injury" arising out of "acts, errors or omissions".

#### C. Locations And Operations Medical Payments

#### 1. Coverage

- a. We will pay medical expenses as described below to or for each person who sustains "bodily injury" to which this coverage applies, caused by an "accident" and resulting from your "auto dealer operations".
- **b.** We will pay only those expenses incurred for services rendered within one year from the date of the "accident".
- c. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an "accident":
  - (2) Necessary medical, surgical, diagnostic imaging and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

#### 2. Exclusions

This insurance does not apply to "bodily injury":

### a. Workers' Compensation

To a person, whether or not an "employee" of any "insured", if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

#### b. Insured

To any "insured".

#### c. Hired Person

To a person hired to do work for or on behalf of any "insured" or a tenant of any "insured".

#### d. Injury On Normally Occupied Premises

To a person injured on that part of the premises you own or rent that the person normally occupies.

#### e. Athletic Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

#### f. Injury Away From Auto Dealer Locations

Sustained by a person away from locations owned, maintained or used for your "auto dealer operations".

#### g. Bodily Injury And Property Damage Liability

Excluded under Paragraph **A**. Bodily Injury And Property Damage Liability.

#### D. Who Is An Insured

The following are "insureds" for General Liability Coverages:

- 1. You.
- 2. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".
- 3. Your members, if you are a limited liability company, but only with respect to the conduct of your "auto dealer operations". Your managers are also "insureds", but only with respect to their duties as your managers.
- 4. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
- 5. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations". However, no "employee" is an "insured" for:
  - **a.** "Bodily injury" or "personal and advertising injury":
    - (1) To you (if you are an individual), your partners (if you are a partnership), your members (if you are a limited liability company) or a fellow "employee" of the "insured" while in the course of his or her employment or while performing duties related to the conduct of your "auto dealer operations";
    - (2) To the spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (1) above;
    - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1) or (2) above; or
    - (4) Arising out of his or her providing or failing to provide professional health care services.

- **b**. "Property damage" to property:
  - (1) Owned, occupied or used by;
  - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", any partner or member (if you are a partnership), or any member (if you are a limited liability company).

- 6. Any "auto" dealership that is acquired or formed by you, other than a partnership or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that "auto" dealership. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier; and
  - **b**. Coverage does not apply to:
    - (1) "Bodily injury" or "property damage" that occurred; or
    - (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the "auto" dealership.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or limited liability company that is not shown as a Named Insured in the Declarations.

#### E. Supplementary Payments

With respect to coverage provided under Bodily Injury And Property Damage Liability and Personal And Advertising Injury Liability Coverages, we will pay for the "insured":

- 1. All expenses we incur.
- The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- 4. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

5. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

# F. Limits Of Insurance – General Liability Coverages

- Regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claims or bringing "suits", the:
  - a. General Liability Aggregate Limit shown in the Declarations is the most we will pay for the sum of all:
    - (1) Damages under Paragraph A. Bodily Injury And Property Damage Liability, except damages because of "bodily injury" and "property damage" that are both:
      - (a) Sustained away from locations owned, maintained or used for your "auto dealer operations"; and
      - **(b)** Arising out of your "products" or "work you performed";
    - (2) Damages under Paragraph B. Personal And Advertising Injury Liability; and
    - (3) Medical expenses under Paragraph C. Locations And Operations Medical Payments.
  - b. The Products And Work You Performed Aggregate Liability Limit is the most we will pay under Paragraph A. Bodily Injury And Property Damage Liability for "bodily injury" and "property damage" that are both:
    - (1) Sustained away from locations owned, maintained or used for your "auto dealer operations"; and
    - (2) Arising out of your "products" or "work you performed".
- Subject to Paragraph 1.a. above, the Personal And Advertising Injury Liability Limit is the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization under Paragraph B. Personal And Advertising Injury Liability.

- Subject to Paragraph 1.a. above, the Locations And Operations Medical Payments Limit is the most we will pay for all medical expenses because of "bodily injury" for each person injured in any one "accident" under Paragraph C. Locations And Operations Medical Payments.
- 4. Subject to Paragraph 1.a. or 1.b. above, whichever applies, the General Liability Bodily Injury And Property Damage Liability Each "Accident" Limit shown in the Declarations is the most we will pay for the sum of all damages under Paragraph A. Bodily Injury And Property Damage Liability resulting from any one "accident".
  - Damages payable under any applicable Limits of Insurance for General Liability Coverages are not payable under Section I Covered Autos Coverages or Section III Acts, Errors Or Omissions Liability Coverage.
- 5. Subject to Paragraph 4. above, the Damage To Premises Rented To You Limit is the most we will pay under Paragraph A. Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 6. The Aggregate Limits of Insurance for General Liability Coverages apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limits of Insurance General Liability Coverages.
- 7. We will deduct \$500 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto".

# SECTION III – ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGES

#### A. Coverage

We will pay all sums that an "insured" legally must pay as damages because of any "act, error or omission" of the "insured" to which this insurance applies and arising out of the conduct of your "auto dealer operations", but only if the "act, error or omission" is committed in the coverage territory during the policy period. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "acts, error or omissions" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. But:

- The amount we will pay for damages is limited as described in Paragraph E. Limits Of Insurance And Deductible; and
- 2. Our duty to defend or settle ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **D**. Supplementary Payments.

#### **B.** Exclusions

This insurance does not apply to:

#### 1. Criminal, Fraudulent, Malicious, Dishonest Or Intentional Acts

Damages arising out of any criminal, fraudulent, malicious, dishonest or intentional "act, error or omission" by an "insured", including the willful or reckless violation of any law or regulation. However, this exclusion does not apply to any "insured" who did not:

- a. Personally commit;
- **b.** Personally participate in:
- c. Personally acquiesce to; or
- **d.** Remain passive after having knowledge of; any such "act, error or omission".

# 2. Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

#### 3. Profit Gain

Damages based upon, attributable to or arising in fact out of the gaining of any profit, remuneration or advantage to which any "insured" was not entitled.

#### 4. Contractual

Liability for which the "insured" has assumed in a contract or agreement. This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.

#### 5. Noncompensatory Damages

Criminal fines or penalties imposed by law or regulation, punitive or exemplary damages or demands for injunctive or equitable relief.

# 6. Quality Or Performance Of Goods – Failure To Conform To Statements

Damages arising out of the failure of goods, products or services to conform with any statement of quality or performance.

# 7. Recording And Distribution Of Material Or Information In Violation Of Law

Damages arising directly or indirectly out of any "act, error or omission" that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- **b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

#### 8. Discrimination

Damages arising directly or indirectly out of any "act, error or omission" that violates a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

### 9. Bankruptcy Or Insolvency

Damages arising out of the:

- a. Bankruptcy;
- **b**. Financial inability to pay;
- c. Insolvency;
- d. Liquidation; or
- e. Receivership;

of any insurance company, reinsurer or other risk-assuming entity in which the "insured" has placed or obtained insurance for a customer.

However, this exclusion does not apply if the insurance company, reinsurer or other risk-assuming entity was rated "B+" or higher by A. M. Best Company, Inc. at the time the insurance was placed or obtained.

#### C. Who Is An Insured

The following are "insureds" for "acts, errors or omissions":

- **1**. You.
- 2. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "auto dealer operations".
- Your members, if you are a limited liability company, but only with respect to the conduct of your "auto dealer operations". Your managers are also "insureds", but only with respect to their duties as your managers.
- 4. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
- 5. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing duties related to the conduct of your "auto dealer operations".
- 6. Any "auto" dealership that is acquired or formed by you, other than a partnership or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that "auto" dealership. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier; and
  - **b.** Coverage does not apply to "acts, errors or omissions" that were committed before you acquired or formed the "auto" dealership.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or limited liability company that is not shown as a Named Insured in the Declarations.

### D. Supplementary Payments

With respect to "Acts, Errors Or Omissions" Liability Coverage, we will pay for the "insured":

1. All expenses we incur.

- The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- 4. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- 5. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

#### E. Limit Of Insurance And Deductible

- 1. Regardless of the number of:
  - a. "Insureds";
  - b. Claims made or "suits" brought;
  - **c**. Persons or organizations making claims or bringing "suits"; or
  - d. "Acts, errors or omissions",

the "Acts, Errors Or Omissions" Liability Aggregate Limit shown in the Declarations is the most we will pay for all damages because of "acts, errors or omissions" under Section III.

- Damages payable under the Limits of Insurance for "Acts, Errors Or Omissions" Liability Coverage are not payable under any applicable Limits of Insurance under Section I – Covered Autos Coverages or Section II – General Liability Coverages.
- 3. Our obligation to pay damages applies only to the amount of damages in excess of any deductible amount stated in the Declarations as applicable to this coverage. The Limits of Insurance for "Acts, Errors Or Omissions" Liability Coverage will not be reduced by the amount of this deductible.

To settle a claim or "suit", we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that part of the deductible that we paid. 4. The "Acts, Errors Or Omissions" Liability Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the "Acts, Errors Or Omissions" Liability Aggregate Limit.

#### **SECTION IV - CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

#### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

### Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit", offense, "loss" or "act, error or omission", you must give us or our authorized representative prompt notice of the "accident", offense, "loss" or "act, error or omission". Include:
  - (1) How, when and where the "accident", offense, "loss" or "act, error or omission" occurred:
  - (2) What the "act, error or omission" was;
  - (3) The "insured's" name and address;
  - (4) To the extent possible, the names and addresses of:

- (a) Any injured persons and witnesses; or
- (b) Anyone who may suffer damages as a result of an "act, error or omission".
- **b.** Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
  - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of an "act, error or omission" to which this insurance may also apply.
- **c.** If there is "loss" to a covered "auto" or its equipment, you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

#### 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under any liability coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

# 4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- **b.** Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- **c.** Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

# 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

This condition does not apply to damages under Paragraph  ${\bf C}$ . Locations And Operations Medical Payments Coverage of Section II – General Liability Coverages.

#### **B.** General Conditions

#### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

#### 2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- **b**. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

# 4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

#### 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own; or
  - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. For General Liability and "Acts, Errors Or Omissions" Liability Coverages, this insurance is primary except when e. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in f. below.
- **e.** This Coverage Form is excess over any other insurance, whether primary, excess, contingent or on any other basis:
  - (1) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (2) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (3) If the "loss" arises out of the maintenance or use of aircraft or watercraft to the extent not subject to Exclusion g. of Paragraph A. Bodily Injury And Property Damage Liability of Section II General Liability Coverages;
- (4) That is specifically written to apply as primary insurance for liability arising out of your "acts, errors or omissions".
- f. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- **b.** If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover:

- a. "Bodily injury", "property damage" and "losses" occurring;
- **b.** "Personal and advertising injury" offenses and "acts, errors or omissions" committed; and
- **c.** "Covered pollution cost or expense" arising out of "accidents" occurring

during the policy period shown in the Declarations and within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
  - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less;
  - (b) The "bodily injury", "property damage" or "personal and advertising injury" is caused by an "insured" who permanently lives within the United States of America, its territories or possessions, Puerto Rico or Canada while the "insured" is temporarily outside of one of those places;
  - (c) The "personal and advertising injury" offense takes place through the Internet or similar electronic means of communication; or
  - (d) The "bodily injury" or "property damage" is caused by one of your "products" which is sold for use in the United States of America, its territories or possessions, Puerto Rico or Canada;

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

However, the coverage territory described in Paragraph (5) above does not apply to "work you performed".

We also cover "bodily injury", "property damage", "covered pollution cost or expense" and "losses" while a covered "auto" is being transported between the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada.

# 8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

#### **SECTION V - DEFINITIONS**

- **A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- **B.** "Act, error or omission" means any actual or alleged negligent act, error or omission committed by an "insured" in the course of your "auto dealer operations" arising:
  - Out of an "insured's" failure to comply with any local, state or federal law or regulation concerning the disclosure of credit or lease terms to consumers in connection with the sale or lease of an "auto" in your "auto dealer operations", including, but not limited to, the Truth In Lending and Consumer Leasing Acts;
  - 2. Out of an "insured's" failure to comply with any local, state or federal law or regulation concerning the disclosure of accurate odometer mileage to consumers in connection with the sale or lease of an "auto" in your "auto dealer operations";
  - 3. In an "insured's" capacity as an insurance agent or broker in the offering, placement or maintenance of any "auto" physical damage, auto loan/lease gap, credit life or credit disability insurance sold in connection with the sale or lease of an "auto" in your "auto dealer operations", but only if the "insured" holds a valid insurance agent or broker license at the time the "act, error or omission" is committed, in the jurisdiction in which your "auto dealer operations" is located, if required to do so by such jurisdiction; and
  - Out of a defect in title in connection with the sale or lease of an "auto" in your "auto dealer operations".

- C. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - 1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- D. "Auto" means a land motor vehicle, "trailer" or semitrailer.
- E. "Auto dealer operations" means the ownership, maintenance or use of locations for an "auto" dealership and that portion of the roads or other accesses that adjoin these locations. "Auto dealer operations" also include all operations necessary or incidental to an "auto" dealership.
- **F.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- **G.** "Covered pollution cost or expense" means any cost or expense arising out of:
  - Any request, demand, order or statutory or regulatory requirement that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- **a.** That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

- (2) Otherwise in the course of transit by or on behalf of the "insured";
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto": or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

Paragraphs **b**. and **c**. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- H. "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households who pay for services performed.
- I. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- J. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

- K. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- L. "Impaired property" means tangible property, other than your "product" or "work you performed", that cannot be used or is less useful because:
  - It incorporates your "product" or "work you performed" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - 2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of your "product" or " work you performed" or your fulfilling the terms of the contract or agreement.

- M. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- N. "Insured contract" means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - **4.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - 5. That part of any other contract or agreement pertaining to your "auto" dealership (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
  - 6. An elevator maintenance agreement; or
  - 7. That part of any contract or agreement entered into, as part of your "auto" dealership, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; or
  - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- b. That indemnifies any person or organization for damage by fire to premises rented or loaned to you or temporarily occupied by you with permission of the owner.
- c. That pertains to the loan, lease or rental of an "auto", to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver.
- d. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- e. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.
- O. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- **P.** "Loading or unloading" means the handling of property:
  - After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - 2. While it is in or on an aircraft, watercraft or "auto"; or
  - 3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- Q. "Loss" means direct and accidental loss or damage. But for Garagekeepers Coverage only, "loss" also includes any resulting loss of use.
- R. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - 1. False arrest, detention or imprisonment;
  - 2. Malicious prosecution;
  - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - **6.** The use of another's advertising idea in your "advertisement"; or
  - 7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- S. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- T. "Products" includes:
  - 1. The goods or products made or sold in an "auto" dealership by:
    - a. You; or
    - b. An "auto" dealership you have acquired; and
  - 2. The providing of or failure to provide warnings or instructions.
- **U.** "Property damage" means damage to or loss of use of tangible property.
- **V.** "Suit" means a civil proceeding in which:
  - 1. Damages because of "bodily injury", "property damage", "personal and advertising injury" or "acts, errors or omissions"; or
  - 2. A "covered pollution cost or expense",

to which this insurance applies, are claimed.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

- **b.** Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.
- **W**. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- X. "Trailer" includes semitrailer.
- Y. "Work you performed" includes:
  - Work that someone performed on your behalf; and
  - **2.** The providing of or failure to provide warnings or instructions.

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# MARYLAND CHANGES – AUTO DEALERS COVERAGE FORM

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Maryland, this endorsement modifies insurance provided under the following:

#### AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Changes In Covered Autos Liability Coverage

- 1. Paragraph 2.b.(4) of the Who Is An Insured Provision does not apply.
- **2.** The **Fellow Employee** Exclusion is replaced by the following:

#### **Fellow Employee**

"Bodily injury" to:

- (1) Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- (2) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (1) above.

However, this exclusion does not apply for coverage up to the minimum limit specified by the Maryland Vehicle Law.

3. The **Racing** Exclusion is replaced by the following:

#### Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

However, this exclusion does not apply for coverage up to the minimum limit specified by the Maryland Vehicle Law.

#### B. Changes In Physical Damage Coverage

The "Diminution In Value" exclusion does not apply.

#### C. Changes In Conditions

 The lead-in to the Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions Condition is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

2. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

# Concealment, Misrepresentation Or Fraud

We do not provide coverage for an "insured" who:

- a. Intentionally conceals or misrepresents a material fact; or
- b. Has made fraudulent statements or engaged in fraudulent conduct;

in connection with any "accident" or "loss" for which coverage is sought under this policy.

However, we will provide Covered Autos Liability Coverage to such "insured" for damages sustained by any person who has not:

- (1) Intentionally concealed or misrepresented a material fact; or
- (2) Made fraudulent statements or engaged in fraudulent conduct;

if such damages result from an "accident" which is otherwise covered under this policy.

- 3. Paragraph a. of the Other Insurance Condition is replaced by the following:
  - a. For any covered "auto" you own, this Coverage Form provides primary insurance, except that this Coverage Form will be secondary over any other collectible insurance available to your customers while a covered "auto" you own is being used as a "replacement vehicle".

For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance.

For a covered "auto" which is a "trailer" connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- Paragraph a. of the Premium Audit Condition is replaced by the following:
  - a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is 30 days from the date of the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

#### D. Changes in Definitions

For the purposes of this endorsement, the following Definition is added:

"Replacement vehicle" means a vehicle that is loaned by or rented from an auto repair facility or dealer to use while a vehicle owned by your customer is not in use because of its breakdown, repair, servicing or damage.

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ILLINOIS CHANGES – AUTO DEALERS COVERAGE FORM

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Illinois, this endorsement modifies insurance provided under the following:

#### AUTO DEALERS COVERAGE FORM

#### A. Changes In Covered Autos Liability Coverage

- Paragraphs 2.b.(3) and 2.b.(4) of the Who Is An Insured provision do not apply.
- 2. The Limit Of Insurance Covered Autos Liability provision applies except that we will apply the Covered Autos Liability Coverage limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:
  - a. \$25,000 for "bodily injury" to any one person caused by any one "accident";
  - **b.** \$50,000 for "bodily injury" to two or more persons caused by any one "accident"; and
  - **c.** \$20,000 for "property damage" caused by any one "accident".

This provision will not change our total Limit of Insurance for Covered Autos Liability Coverage.

#### B. Changes In Physical Damage Coverage

Paragraph **4.c.** of the **Limits Of Insurance** provision is replaced by the following:

- **c**. We may deduct for betterment if:
  - (1) The deductions reflect a measurable decrease in market value attributable to the poorer condition of, or prior damage to, the vehicle.
  - (2) The deductions are for prior wear and tear, missing parts and rust damage that are reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed \$500.

#### C. Changes In Conditions

The following is added to the **Other Insurance** Condition:

- Covered Autos Liability Coverage provided by this Coverage Form for any "auto" you do not own is primary if:
  - a. The "auto" is owned or held for sale or lease by a new or used vehicle dealership;
  - b. The "auto" is operated by an "insured" with the permission of the dealership described in Paragraph 1.a. while your "auto" is being repaired or evaluated; and
  - c. The Limit of Insurance for Covered Autos Liability Coverage under this Policy is at least:
    - (1) \$100,000 for "bodily injury" to any one person caused by any one "accident";
    - (2) \$300,000 for "bodily injury" to two or more persons caused by any one "accident"; and
    - (3) \$50,000 for "property damage" caused by any one "accident".
- 2. If you are a new or used vehicle dealership, Covered Autos Liability Coverage provided by this Coverage Form for any "auto" you own or hold for sale or lease, which is operated by an "insured" with your permission while such "insured's" auto is being repaired or evaluated, is excess over any other collectible insurance if such "insured" has liability insurance providing limits of at least:
  - a. \$100,000 for "bodily injury" to any one person caused by any one "accident";
  - **b.** \$300,000 for "bodily injury" to two or more persons caused by any one "accident"; and
  - **c.** \$50,000 for "property damage" caused by any one "accident".

All terms and conditions of this policy apply unless modified by this endorsement.

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **MICHIGAN CHANGES**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Changes In Covered Autos Liability Coverage

- For a covered "auto" subject to the Michigan no-fault law, Covered Autos Liability Coverage does not apply to "property damage" to a motor vehicle caused by an "accident" "occurring" in Michigan.
- 2. Paragraph 2.b.(4) of the Who Is An Insured Provision in the Auto Dealers Coverage Form is replaced by the following:
  - (4) Your customers. However, those customers are "insureds" up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.
- 3. The **Expected Or Intended Injury** Exclusion is replaced by the following:

#### **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

However, this exclusion does not apply for coverage up to the minimum limit specified by the Michigan Financial Responsibility Act.

**4.** The **Racing** Exclusion is replaced by the following:

#### Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

However, this exclusion does not apply for coverage up to the minimum limit specified by the Michigan Financial Responsibility Act.

B. Changes In Physical Damage Coverage

Any Physical Damage Coverage and any Rental Reimbursement Coverage provided by the Policy do not apply to the extent that Property Protection Coverage benefits are available as required by Michigan law.

#### C. Changes In Conditions

- The Duties In The Event Of Accident, Claim, Suit Or Loss Condition in the Business Auto and Motor Carrier Coverage Forms and the Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions Condition in the Auto Dealers Coverage Form are amended to:
  - **a.** Revise Paragraph **a.** to allow you, or anyone on your behalf, to provide the notice necessary to satisfy this condition.
  - b. Add the following paragraph:

    Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.
- 2. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

  Concealment, Misrepresentation Or Fraud

We do not provide coverage in any case of fraud by you at any time as it relates to this Coverage Form. We also do not provide coverage if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- **b**. The covered "auto";
- **c.** Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

COMMERCIAL AUTO CA 01 13 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **COLORADO CHANGES**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Colorado, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **Changes In Conditions**

A. The last paragraph in the Other Insurance Condition in the Auto Dealers and Business Auto Coverage Forms and the last paragraph in the Other Insurance – Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, the loss will be paid in accordance with the following method:

- 1. All applicable policies will pay on an equal basis until the policy with the lowest limit of insurance is exhausted.
- 2. If any loss remains and there:
  - a. Are two or more remaining policies whose applicable limits of insurance have not been exhausted, then such policies will continue to pay in accordance with Paragraph 1.; or
  - **b.** Is one remaining policy, then such policy will continue to pay until its limit of insurance has been exhausted.

#### **B**. The following condition is added:

If the "insured's" whereabouts for service of process cannot be determined through reasonable effort, the "insured" agrees to designate and irrevocably appoint us as the agent of the "insured" for service of process, pleadings or other filings in a civil action brought against the "insured" or to which the "insured" has been joined as a defendant or respondent in any Colorado court if the cause of action concerns an incident for which the "insured" can possibly claim coverage. Subsequent termination of the insurance policy does not affect the appointment for an incident that occurred when the policy was in effect. The "insured" agrees that any such civil action may be commenced against the "insured" by the service of process upon us as if personal service had been made directly on the "insured". We agree to forward all communications related to service of process to the last-known e-mail and mailing address of the policyholder in order to coordinate any payment of claims or defense of claims that are required.

COMMERCIAL AUTO CA 01 19 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### INDIANA CHANGES

For a covered "auto" licensed in, or "auto dealer operations" conducted in, Indiana, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement or to any amendment to or replacement thereof, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **Changes In Conditions**

- A. Except as provided in Paragraph B. of this endorsement, Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are changed by adding the following and supersedes any provision to the contrary:
  - If there is other applicable insurance available under one or more policies or provisions of coverage, any insurance we provide for any covered "auto" owned by an "insured" is primary and shall first be exhausted.
- B. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are changed by adding the following:
  - 1. When two Coverage Forms providing liability coverage apply to an "auto" and:
    - a. One provides coverage to a named insured engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos"; and

- **b.** The other provides coverage to a person not engaged in that business; and
- c. At the time of an "accident" a person described in 1.b. is operating an "auto" owned by the business described in 1.a., then that person's liability coverage is primary and the Coverage Form issued to a business described in 1.a. is excess over any coverage available to that person.
- 2. When two Coverage Forms providing liability coverage apply to an "auto" and:
  - **a.** One provides coverage to a named insured engaged in the business of repairing, servicing, parking or storing "autos"; and
  - **b.** The other provides coverage to a person not engaged in that business; and
  - c. At the time of an "accident" an "insured" under the Coverage Form described in 2.a. is operating an "auto" owned by a person described in 2.b., then the liability Coverage Form issued to the business described in 2.a. is primary and the Coverage Form issued to a person described in 2.b. is excess over any coverage available to the business.

COMMERCIAL AUTO CA 01 45 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## OHIO CHANGES – AUTO DEALERS COVERAGE FORM

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Ohio, this endorsement modifies insurance provided under the following:

#### AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 2.b.(4) of the Who Is An Insured provision of Section I – Covered Autos Coverages is replaced by the following:

(4) Your customers. However, those customers are "insureds" up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

COMMERCIAL AUTO CA 01 57 06 16

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PENNSYLVANIA CHANGES – AUTO DEALERS COVERAGE FORM

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

#### AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Changes In Covered Autos Liability Coverage

- 1. Paragraph 2.b.(4) of the Who Is An Insured provision is replaced by the following:
  - (4) Your customers. However, those customers are "insureds" up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.
- 2. The following is added to Paragraph 3.a. Supplementary Payments:

Prejudgment interest awarded against the "insured" on the part of the judgment we pay. Any prejudgment interest awarded against the "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

#### B. Changes In General Liability Coverages

The following is added to Paragraph E. Supplementary Payments:

Prejudgment interest awarded against the "insured" on the part of the judgment we pay. Any prejudgment interest awarded against the "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

#### C. Changes In Conditions

- Paragraph 2.b.(5) of the Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions Condition is replaced by the following:
  - (5) After we show good cause, submit to examination at our expense, by physicians of our choice.

2. The following is added to Paragraph 5.

Transfer Of Rights Of Recovery Against
Others To Us Condition:

If we make any payment due to an "accident" and the "insured" recovers from another party in a separate claim or "suit", the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

**3.** Paragraph **5.a.** of the **Other Insurance** Condition is changed by adding the following:

Covered Autos Liability Coverage is excess for any covered "auto" you own if operated by a customer described in Paragraph 2.b.(4) of the Who Is An Insured provision as amended by this endorsement.

- 4. The following paragraph is added to the **Other Insurance** Condition:
  - g. If you are a motor vehicle dealer as defined in the Pennsylvania Board of Vehicles Act 63 Pa. Stat. Ann. § 818.2, then:
    - (1) For any "auto" you own, which is loaned to a customer as a temporary substitute for an "auto" insured under a "customer's private passenger automobile insurance policy" which is out of use because it is being transported, serviced, repaired or inspected, Physical Damage Coverage provided by this Coverage Form shall be excess in the event of a "loss".

- (2) For any "auto" insured under your "customer's private passenger automobile insurance policy", while it is being transported, serviced, repaired or inspected by you or your "employee":
  - (a) Covered Autos Liability Coverage, but only with respect to damages because of "bodily injury";
  - (b) Comprehensive Coverage;
  - (c) Specified Cause Of Loss Coverage; and/or
  - (d) Collision Coverage; provided by this form shall be primary in the event of an "accident" or "loss".
- **5.** The following paragraphs are added to Paragraph **B. General Conditions**:

#### a. Constitutionality Clause

The premium for, and the coverages of, this Coverage Form have been established, in part, in reliance upon the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law. In the event a court, from which there is no appeal, declares or enters a judgment, the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the Coverage Form and void or amend the provisions of the Coverage Form, subject to the approval of the Insurance Commissioner.

#### b. Conformity Clause

If you are a motor vehicle dealer as defined in the Pennsylvania Board of Vehicles Act, 63 Pa. Stat. Ann. § 818.2, then whenever an "auto" that is insured under your "customer's private passenger automobile insurance policy" is being transported, serviced, repaired or inspected by you or your "employee":

- (1) The provisions of the:
  - (a) Covered Autos Liability Coverage, but only with respect to damages because of "bodily injury";

- (b) Comprehensive Coverage;
- (c) Specified Cause Of Loss Coverage; and/or
- (d) Collision Coverage; provided by this Coverage Form are hereby amended to conform to 40 Pa. Stat. Ann. § 991.2007a; and
- (2) Pursuant to 40 Pa. Stat. Ann. § 991.2007a, the Limits Of Insurance provided in the Schedule or in the Declarations are hereby increased as needed to an amount equal to the:
  - (a) Applicable limit(s);
  - (b) Actual cash value; and/or
  - (c) Amount necessary to repair or replace the property with other property of like kind and quality;

set forth in the "customer's private passenger automobile insurance policy".

#### D. Changes In Definitions

For motor vehicle dealers as defined in the Pennsylvania Board of Vehicles Act, 63 Pa. Stat. Ann. § 818.2, the following definition is added:

"Customer's private passenger automobile insurance policy" means a private passenger automobile insurance policy that:

- 1. Is currently in effect; and
- Lists your "customer's auto" in the Declarations.

COMMERCIAL AUTO CA 01 63 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GEORGIA CHANGES – AUTO DEALERS COVERAGE FORM

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Georgia, this endorsement modifies insurance provided under the following:

#### AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Changes In Covered Autos Liability Coverage

- Covered Autos Liability Coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".
- 2. Covered Autos Liability Coverage is excess for an "auto" you own if operated by an "insured" other than you or your "employee".
- 3. Exclusion D.4.a. Expected Or Intended Injury is replaced by the following:
  - a. Expected Or Intended Injury

This insurance does not apply to "bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply for coverage up to the minimum limit specified by the Georgia Motor Vehicle Safety Responsibility Act.

#### B. Changes In Physical Damage Coverage

- If Collision Coverage is provided, Collision Coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".
- 2. Collision Coverage is excess for an "auto" you own if operated by an "insured" other than you or your "employee".
- The "diminution in value" Exclusion does not apply.

#### C. Changes In Conditions

- 1. Paragraph A.6. of the Cancellation Common Policy Condition is replaced by the following:
  - **6.** If notice is mailed, a receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service shall be sufficient proof of notice.

- Paragraph 2.a. of the Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions Condition is replaced by the following:
  - a. In the event of "accident", claim, "suit", offense, "loss" or "act, error or omission", we or our representative must receive prompt notice of the "accident", offense, "loss" or "act, error or omission". Include:
    - How, when and where the "accident", offense, "loss" or "act, error or omission" occurred;
    - (2) What the "act, error or omission" was;
    - (3) The "insured's" name and address; and
    - (4) To the extent possible, the names and addresses of:
      - (a) Any injured persons and witnesses;
      - (b) Anyone who may suffer damages as a result of an "act, error or omission".

The requirement for giving notice of a claim, if not satisfied by the "insured" within 30 days of the date of the "accident", may be satisfied by an injured third party who, as the result of such "accident", has a claim against the "insured". However, in this event, notice of a claim given by an injured third party must be mailed to us.

- 3. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following: Concealment, Misrepresentation Or Fraud We will not pay for any "loss" or damage in any case of:
  - **a.** Concealment or misrepresentation of a material fact; or
  - **b**. Fraud;

committed by you or any other "insured" at any time, and relating to coverage under this policy.

**4.** The last sentence in the **Appraisal For Physical Damage Loss** Condition is replaced by the following:

We do not waive any of our rights under this policy by agreeing to an appraisal.

COMMERCIAL AUTO CA 01 64 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# KENTUCKY CHANGES – AUTO DEALERS COVERAGE FORM

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Kentucky, this endorsement modifies insurance provided under the following:

#### AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

# A. Changes In Certain Trailers And Temporary Substitute Autos

The following is added to Paragraph C. Certain Trailers And Temporary Substitute Autos:

If Collision Coverage is provided by the Coverage Form, any "auto" you do not own which is loaned to you as a temporary substitute for a covered "auto" you own that is out of use because of its breakdown, repair or servicing by a person, firm or corporation engaged in the business of selling, repairing and servicing "autos" is a covered "auto" for Collision Coverage.

#### **B.** Changes In Covered Autos Liability Coverage

- 1. Paragraph 2.b.(4) of the Who Is An Insured provision is replaced by the following:
  - (4) Your customers. However, those customers are "insureds" for "bodily injury" up to the compulsory or financial responsibility law limits for "bodily injury" where the covered "auto" is principally garaged.
- 2. The following Covered Autos Liability Coverage exclusions apply only to the extent that the limits of liability for such coverage exceed the limits of liability required by the Kentucky Motor Vehicle Reparations Act:
  - a. Expected Or Intended Injury;
  - b. Care, Custody Or Control; and
  - c. Pollution.

#### C. Changes In Physical Damage Coverage

No deductible applies under Comprehensive Coverage to "loss" to:

 Glass used in the windshield, doors and windows; and 2. Glass, plastic or any other material used in lights required on an automobile by Chapter 189 of Kentucky Revised Statutes.

All other Physical Damage Coverage Provisions apply.

#### D. Changes In Conditions

 The Concealment, Misrepresentation Or Fraud Condition is amended by the addition of the following:

However, once an "accident" has occurred while this Coverage Form is in effect, this condition does not apply to the Covered Autos Liability Coverage provided by this Coverage Form, except that we will provide Covered Autos Liability Coverage only up to the minimum limits of liability required by the Kentucky Motor Vehicle Reparations Act if you, or any other "insured", intentionally conceal or misrepresent a material fact, or commit fraud, in obtaining this policy.

- **2.** The **Other Insurance** Condition is changed by adding the following:
  - g. For a temporary substitute for an "auto" you own which is out of use because of its breakdown, repair or servicing, if the substitute "auto" is operated by an "insured" and is loaned to you, with or without consideration, by a person engaged in the business of selling, repairing and servicing "autos", Covered Autos Liability and Collision Coverages provided by this form shall be primary in the event of an "accident" or "loss" caused by the negligence of the "insured".

h. If you are engaged in the business of selling, repairing and servicing "autos", then for any "auto" you own, which is loaned to a customer, with or without consideration, as a temporary substitute for an "auto" owned by the customer which is out of use because of its breakdown, repair or servicing, Covered Autos Liability and Collision Coverages provided by this form shall be excess in the event of an "accident" or "loss" caused by the negligence of the customer.

COMMERCIAL AUTO CA 01 75 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ARIZONA CHANGES**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Arizona, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **Changes In Conditions**

The Concealment, Misrepresentation Or Fraud General Condition is replaced by the following:

- 2. Concealment, Misrepresentation Or Fraud
  We will not pay for any "loss" or damage in any
  case involving misrepresentations, omissions,
  concealment of facts or incorrect statements:
  - a. That are fraudulent;
  - b. That are material either to the acceptance of the risk, or to the hazard assumed by us;
- c. Where, if the true facts had been known to us as required either by the application for the policy or otherwise, we in good faith would either:
  - (1) Not have issued the policy;
  - (2) Not have issued the policy in as large an amount; or
  - (3) Not have provided coverage with respect to the hazard resulting in the "loss".

COMMERCIAL AUTO CA 01 92 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NEVADA CHANGES – AUTO DEALERS COVERAGE FORM

For a covered "auto" licensed in, or "auto dealer operations" conducted in, Nevada, this endorsement modifies insurance provided under the following:

#### AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

# I. Changes In Covered Autos Liability Coverage Paragraph 2.b.(4) of the Who Is An Insured provision does not apply.

#### II. Changes In Conditions

- A. If the Auto Medical Payments Coverage endorsement is attached, the Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to Auto Medical Payments Coverage.
- **B.** The **Other Insurance** Condition is changed by adding the following:
  - 1. When two Coverage Forms providing liability coverage apply to an "auto" and:
    - a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos"; and
    - b. The other provides coverage to a person not engaged in that business;
    - c. At the time of an "accident", a person described in 1.b. is operating the "auto"; then

that person's liability insurance is primary and the Coverage Form issued to a business described in **1.a.** is excess over any insurance available to that person.

- 2. When two Coverage Forms providing liability coverage apply to an "auto" and:
  - a. One provides coverage to a Named Insured engaged in the business of repairing or servicing "autos"; and
  - **b.** The other provides coverage to a person not engaged in that business; and

c. At the time of an "accident", a person described in 2.b. is operating an "auto" owned by the business described in 2.a. as a temporary substitute auto while that person's "auto" is being repaired or serviced by the business described in 2.a.: then

that person's liability coverage is primary and the Coverage Form issued to the business described in **2.a.** is excess over any insurance available to that person.

#### III. Anti-stacking Provisions

The contrasting type contained in this endorsement is in compliance with Nevada statutory requirements that anti-stacking provisions be prominently displayed in the policy, binder or endorsement.

# A. Changes In Covered Autos Liability Coverage

The first three paragraphs of the Limit Of Insurance – Covered Autos Liability provision are replaced by the following:

FOR "ACCIDENTS" RESULTING FROM THE OWNERSHIP, MAINTENANCE OR USE OF COVERED "AUTOS", THE FOLLOWING APPLIES:

REGARDLESS OF THE NUMBER OF "AUTOS", COVERED "INSUREDS" PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR THE TOTAL OF ALL DAMAGES AND "COVERED POLLUTION COST OR **EXPENSE"** COMBINED, RESULTING FROM ANY ONE "ACCIDENT" INVOLVING A COVERED "AUTO" IS THE LIMIT OF INSURANCE FOR COVERED "AUTOS" LIABILITY COVERAGE SHOWN IN THE DECLARATIONS.

DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" PAYABLE UNDER THE LIMIT OF INSURANCE FOR COVERED "AUTOS" LIABILITY COVERAGE ARE NOT PAYABLE UNDER ANY APPLICABLE LIMITS OF INSURANCE UNDER SECTION II – GENERAL LIABILITY COVERAGES OR SECTION III – ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGE.

#### B. Changes In Garagekeepers Coverage

- If Garagekeepers Coverage is selected, Paragraph **5.a.** of the **Limit Of Insurance And Deductibles** provision is replaced by the following:
  - a. REGARDLESS OF THE NUMBER OF "CUSTOMER'S **AUTOS"** "INSUREDS". **PREMIUMS** PAID, "SUITS" CLAIMS MADE OR **BROUGHT, THE MOST WE WILL PAY** FOR EACH "LOSS" AT EACH LOCATION IS THE **GARAGEKEEPERS COVERAGE** LIMIT OF INSURANCE SHOWN IN THE DECLARATIONS FOR THAT PRIOR LOCATION. TO THE APPLICATION OF THIS LIMIT, THE "LOSS" THAT DAMAGES FOR WOULD OTHERWISE BE PAYABLE WILL BE REDUCED BY THE APPLICABLE DEDUCTIBLES FOR "LOSS" CAUSED BY:
    - (1) COLLISION; OR
    - (2) WITH RESPECT TO GARAGEKEEPERS COVERAGE COMPREHENSIVE OR SPECIFIED CAUSES OF LOSS COVERAGE:
      - (a) THEFT OR MISCHIEF OR VANDALISM; OR
      - (b) ALL PERILS.

- C. Changes In General Liability Coverages
   Paragraphs F.1. through F.5. of the Limits Of Insurance General Liability Coverages provision are replaced by the following:
  - 1. REGARDLESS OF THE NUMBER OF "INSUREDS", CLAIMS MADE OR "SUITS" BROUGHT OR PERSONS OR ORGANIZATIONS MAKING CLAIMS OR BRINGING "SUITS", THE:
    - a. GENERAL LIABILITY AGGREGATE LIMIT SHOWN IN THE DECLARATIONS IS THE MOST WE WILL PAY FOR THE SUM OF ALL:
      - (1) DAMAGES UNDER PARAGRAPH
        A. BODILY INJURY AND
        PROPERTY DAMAGE LIABILITY,
        EXCEPT DAMAGES BECAUSE OF
        "BODILY INJURY" AND
        "PROPERTY DAMAGE" THAT
        ARE BOTH:
        - (a) SUSTAINED AWAY FROM LOCATIONS OWNED, MAINTAINED OR USED FOR YOUR "AUTO DEALER OPERATIONS"; AND
        - (b) ARISING OUT OF YOUR "PRODUCTS" OR "WORK YOU PERFORMED";
      - (2) DAMAGES UNDER PARAGRAPH B. PERSONAL AND ADVERTISING INJURY LIABILITY: AND
      - (3) MEDICAL EXPENSES UNDER PARAGRAPH C. LOCATIONS AND OPERATIONS MEDICAL PAYMENTS.

- b. THE PRODUCTS AND WORK YOU PERFORMED AGGREGATE LIABILITY LIMIT IS THE MOST WE WILL PAY UNDER PARAGRAPH A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY FOR "BODILY INJURY" AND "PROPERTY DAMAGE" THAT ARE BOTH:
  - (1) SUSTAINED AWAY FROM LOCATIONS OWNED, MAINTAINED OR USED FOR YOUR "AUTO DEALER OPERATIONS"; AND
  - (2) ARISING OUT OF YOUR "PRODUCTS" OR "WORK YOU PERFORMED".
- 2. SUBJECT TO PARAGRAPH 1.a. ABOVE, THE PERSONAL AND ADVERTISING INJURY LIABILITY LIMIT IS THE MOST WE WILL PAY FOR THE SUM OF ALL DAMAGES BECAUSE OF ALL "PERSONAL AND ADVERTISING INJURY" SUSTAINED BY ANY ONE PERSON OR ORGANIZATION UNDER PARAGRAPH B. PERSONAL AND ADVERTISING INJURY LIABILITY.
- 3. SUBJECT TO PARAGRAPH 1.a. ABOVE, THE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS LIMIT IS THE MOST WE WILL PAY FOR ALL MEDICAL EXPENSES BECAUSE OF "BODILY INJURY" FOR EACH PERSON INJURED IN ANY ONE "ACCIDENT" UNDER PARAGRAPH C. LOCATIONS AND OPERATIONS MEDICAL PAYMENTS.
- 4. SUBJECT TO PARAGRAPH 1.a. OR 1.b. ABOVE, WHICHEVER APPLIES, THE GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY EACH "ACCIDENT" LIMIT SHOWN IN THE DECLARATIONS IS THE MOST WE WILL PAY FOR THE SUM OF ALL DAMAGES UNDER PARAGRAPH A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY RESULTING FROM ANY ONE "ACCIDENT".

DAMAGES PAYABLE UNDER ANY APPLICABLE LIMITS OF INSURANCE FOR GENERAL LIABILITY COVERAGES ARE NOT PAYABLE UNDER SECTION I – COVERED AUTOS COVERAGES OR SECTION III – ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGE.

- 5. SUBJECT TO PARAGRAPH 4. ABOVE, THE DAMAGE TO PREMISES RENTED TO YOU LIMIT IS THE MOST WE WILL PAY UNDER PARAGRAPH A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY FOR DAMAGES BECAUSE OF "PROPERTY DAMAGE" TO ANY ONE PREMISES, WHILE RENTED TO YOU, OR IN THE CASE OF DAMAGE BY FIRE, WHILE RENTED TO YOU OR TEMPORARILY OCCUPIED BY YOU WITH PERMISSION OF THE OWNER.
- D. Changes In Acts, Errors Or Omissions Liability Coverages

Paragraphs E.1. and E.2. of the Limit Of Insurance And Deductible provision are replaced by the following:

- 1. REGARDLESS OF THE NUMBER OF "INSUREDS", CLAIMS MADE OR "SUITS" BROUGHT, PERSONS OR ORGANIZATIONS MAKING CLAIMS OR BRINGING "SUITS" OR "ACTS, ERRORS OR OMISSIONS", THE "ACTS, ERRORS OR OMISSIONS" LIABILITY AGGREGATE LIMIT SHOWN IN THE DECLARATIONS IS THE MOST WE WILL PAY FOR ALL DAMAGES BECAUSE OF "ACTS, ERRORS OR OMISSIONS" UNDER SECTION III.
  - 2. DAMAGES PAYABLE UNDER THE LIMITS OF INSURANCE FOR "ACTS, ERRORS OR OMISSIONS" LIABILITY COVERAGE ARE NOT PAYABLE UNDER ANY APPLICABLE LIMITS OF INSURANCE UNDER SECTION I COVERED AUTOS COVERAGES OR SECTION II GENERAL LIABILITY COVERAGES.
- E. Changes In Auto Medical Payments Coverage
  - If the Auto Medical Payments Coverage endorsement is attached:
  - 1. Exclusions 2. and 3. are replaced by the following:
    - 2. "BODILY INJURY" SUSTAINED BY YOU OR ANY "FAMILY MEMBER" WHILE "OCCUPYING" OR STRUCK BY ANY VEHICLE (OTHER THAN A COVERED "AUTO") OWNED BY YOU OR FURNISHED OR AVAILABLE FOR YOUR REGULAR USE.

- 3. "BODILY INJURY" SUSTAINED BY ANY "FAMILY MEMBER" WHILE "OCCUPYING" OR STRUCK BY ANY VEHICLE (OTHER THAN A COVERED "AUTO") OWNED BY OR FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY "FAMILY MEMBER".
- The first paragraph of the Limit Of Insurance provision is replaced by the following:

REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR "BODILY INJURY" FOR EACH "INSURED" INJURED IN ANY ONE "ACCIDENT" IS THE LIMIT OF AUTO MEDICAL PAYMENTS SHOWN IN THE DECLARATIONS.

# F. Changes In Garagekeepers Coverage – Customers' Sound-receiving Equipment

If the Garagekeepers Coverage – Customers' Sound-receiving Equipment endorsement is attached, Paragraph 1. of the Limit Of Insurance And Deductibles provision is replaced by the following:

1. REGARDLESS OF THE NUMBER OF "SOUND-RECEIVING **EQUIPMENT"** ITEMS IN A "CUSTOMER'S AUTO", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR "SUITS" BROUGHT, THE MOST WE WILL PAY FOR EACH "LOSS" EACH LOCATION THE IS **GARAGEKEEPERS** COVERAGE SOUND-RECEIVING EQUIPMENT LIMIT OF INSURANCE SHOWN IN THE SCHEDULE FOR THAT LOCATION. PRIOR TO THE APPLICATION OF THIS LIMIT, THE DAMAGES FOR "LOSS" **THAT** WOULD OTHERWISE PAYABLE WILL BE REDUCED BY THE APPLICABLE DEDUCTIBLE FOR "LOSS" CAUSED BY COLLISION OR MISCHIEF OR VANDALISM.

#### G. Changes In Transportation Of Seasonal Or Migrant Agricultural Workers Endorsement

If the Transportation Of Seasonal Or Migrant Agricultural Workers endorsement is attached, Paragraph 1. of the **Limit Of Insurance** provision is replaced by the following:

1. REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM ANY ONE "ACCIDENT" IS THE LIMIT OF INSURANCE SHOWN IN THE SCHEDULE FOR EACH "ACCIDENT".

# H. Changes In Customer Complaint Legal Defense Coverage

If the Customer Complaint Legal Defense Coverage endorsement is attached, Paragraphs 1., 2. and 3. of the Limit Of Insurance provision are replaced by the following:

- 1. REGARDLESS OF THE NUMBER OF:
  - A. "INSUREDS";
  - B. "CUSTOMER COMPLAINTS"; OR
  - C. PERSONS OR ORGANIZATIONS BRINGING "CUSTOMER COMPLAINTS";

THE CUSTOMER COMPLAINT LEGAL DEFENSE AGGREGATE LIMIT SHOWN IN THE SCHEDULE IS THE MOST WE WILL PAY FOR ALL "DEFENSE EXPENSES" BECAUSE OF "CUSTOMER COMPLAINTS" COVERED UNDER THIS ENDORSEMENT.

2. SUBJECT TO THE **CUSTOMER** COMPLAINT **LEGAL DEFENSE** AGGREGATE LIMIT DESCRIBED IN PARAGRAPH D.1., THE PER CUSTOMER COMPLAINT LEGAL DEFENSE LIMIT SHOWN IN THE SCHEDULE IS THE MOST WE WILL PAY FOR THE SUM OF ALL "DEFENSE EXPENSES" BECAUSE OF ANY ONE "CUSTOMER COMPLAINT".

3. ALL "CUSTOMER COMPLAINTS" ARISING OUT OF THE SALE, SERVICE OR REPAIR OF THE SAME "AUTO" WILL BE CONSIDERED ONE "CUSTOMER COMPLAINT" FOR THE PURPOSES OF DETERMINING THE "PER CUSTOMER COMPLAINT" LEGAL DEFENSE LIMIT.

# I. Changes In Employee Benefits Liability Coverage

If the Employee Benefits Liability Coverage endorsement is attached, Paragraphs 1., 2. and 3. of the Limits Of Insurance provision are replaced by the following:

- 1. THE LIMITS OF INSURANCE SHOWN IN THE SCHEDULE AND THE RULES BELOW FIX THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:
  - A. "INSUREDS";
  - B. "CLAIMS" MADE OR "SUITS" BROUGHT;
  - C. PERSONS OR ORGANIZATIONS MAKING "CLAIMS" OR BRINGING "SUITS":
  - D. ACTS, ERRORS OR OMISSIONS; OR
  - E. BENEFITS INCLUDED IN YOUR "EMPLOYEE BENEFIT PROGRAM".
- 2. THE EMPLOYEE BENEFITS AGGREGATE LIMIT IS THE MOST WE WILL PAY FOR ALL DAMAGES BECAUSE OF ACTS, ERRORS OR OMISSIONS NEGLIGENTLY COMMITTED IN THE "ADMINISTRATION" OF YOUR "EMPLOYEE BENEFIT PROGRAM".
- 3. SUBJECT TO THE EMPLOYEE BENEFIT AGGREGATE LIMIT, THE EACH EMPLOYEE LIMIT IS THE MOST WE WILL PAY FOR ALL DAMAGES SUSTAINED BY ANY ONE "EMPLOYEE", INCLUDING DAMAGES SUSTAINED BY SUCH "EMPLOYEE'S" DEPENDENTS AND BENEFICIARIES, AS A RESULT OF:
  - A. AN ACT, ERROR OR OMISSION; OR
  - B. A SERIES OF RELATED ACTS, ERRORS OR OMISSIONS

NEGLIGENTLY COMMITTED IN THE "ADMINISTRATION" OF YOUR "EMPLOYEE BENEFIT PROGRAM".

HOWEVER, THE AMOUNT PAID UNDER THIS ENDORSEMENT SHALL NOT EXCEED, AND WILL BE SUBJECT TO, THE LIMITS AND RESTRICTIONS THAT APPLY TO THE PAYMENT OF BENEFITS IN ANY PLAN INCLUDED IN THE "EMPLOYEE BENEFIT PROGRAM".

# J. Changes In Limited Product Withdrawal Expense Endorsement

If the Limited Product Withdrawal Expense endorsement is attached, Paragraph 1. of the Limits Of Insurance provision is replaced by the following:

- **1**. Regardless of the number of:
  - a. "Insureds";
  - b. "Product withdrawals" initiated; or
  - c. Number of your "products" withdrawn;

the Product Withdrawal Aggregate Limit shown in the Schedule is the most we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period.

#### K. Changes In Conditions

The Two Or More Coverage Forms Or Policies Issued By Us Condition is replaced by the following:

# TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

IF THIS COVERAGE FORM AND ANY OTHER COVERAGE FORM OR POLICY ISSUED TO YOU BY US OR ANY COMPANY AFFILIATED WITH US APPLIES TO THE SAME "ACCIDENT", THE AGGREGATE MAXIMUM LIMIT OF INSURANCE UNDER ALL THE COVERAGE FORMS OR POLICIES SHALL NOT EXCEED THE HIGHEST APPLICABLE SINGLE VEHICLE LIMIT OF INSURANCE UNDER ANY ONE COVERAGE FORM OR POLICY REGARDLESS OF THE NUMBER OF COVERED "AUTOS". "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT". THIS CONDITION DOES NOT APPLY TO ANY COVERAGE FORM OR POLICY ISSUED BY US OR AN AFFILIATED COMPANY SPECIFICALLY TO APPLY AS **EXCESS** INSURANCE OVER COVERAGE FORM.

COMMERCIAL AUTO CA 01 97 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TEXAS CHANGES – AUTO DEALERS COVERAGE FORM

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Texas, this endorsement modifies insurance provided under the following:

#### AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Changes In Garagekeepers Coverage

If Garagekeepers Coverage is selected or the Garagekeepers Coverage – Customers' Sound-receiving Equipment endorsement is attached, the following exclusion is added:

#### **Texas Controlled Substance Act**

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

#### B. Changes In Physical Damage Coverage

**Physical Damage Coverage** is changed as follows:

 The following exclusion is added to Paragraph F.3. Exclusions:

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

- 2. Paragraphs F.4.b. and F.4.c. of the Limit Of Insurance provision do not apply.
- **3**. Paragraph **F.5**. **Deductible** is amended by the addition of the following paragraph:

At the mutual agreement of you and us, we will not apply the deductible to "loss" to glass, if the glass is repaired rather than replaced.

#### C. Changes In Conditions

The following condition is added:

#### Claim-handling Procedures

- 1. Within 15 days after we receive written notice of a claim, we will:
  - a. Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
  - **b**. Begin any investigation of the claim; and
  - c. Specify the information you must provide in accordance with Paragraph b. of the Duties Condition.

We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

- **2**. After we receive the information we request, we will notify you in writing as to whether:
  - The claim will be paid;
  - **b.** The claim has been denied, and inform you of the reasons for denial;
  - **c.** More information is necessary; or
  - d. We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in **2.a.** through **2.d.** above, within:

- (1) 15 "business days"; or
- (2) 30 days if we have reason to believe the "loss" resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

- 3. If a claim results from a weather-related catastrophe or a major natural disaster as defined by the Texas Department of Insurance, the claim-handling deadlines described above are extended for an additional 15 days.
- **4.** If we notify you that we will pay your claim, or part of your claim, we will pay within five "business days" after we notify you.
  - However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms under this Policy, we will make payment within five "business days" after the date you have complied with such terms.
- We will notify the first Named Insured in writing of:
  - a. An initial offer to settle a claim made or "suit" brought against any "insured" under any liability coverage provided by this Policy. The notice will be given no later than the 10th day after the date on which the offer is made.

b. Any settlement of a claim made or "suit" brought against the "insured" under any liability coverage provided by this Policy. The notice will be given not later than the 30th day after the date of settlement.

As used in this condition, "business day" means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

# D. Changes In Uninsured/Underinsured Motorists Coverage

All references to Uninsured Motorists Coverage in the title or text of any Coverage Form or endorsement thereto are changed to read Uninsured/Underinsured Motorists Coverage.

COMMERCIAL AUTO CA 02 15 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### MARYLAND CANCELLATION CHANGES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- **A.** The **Cancellation** Common Policy Condition is changed as follows:
  - 1. Paragraph 2. is replaced by the following:
    - a. When this policy has been in effect for 45 days or less and is not a renewal policy, we may cancel this policy by mailing to the first Named Insured at the last mailing address known to us written notice of cancellation, stating the reason for cancellation, at least:
      - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
      - (2) 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.
    - b. When this policy has been in effect for more than 45 days or is a renewal policy, we may cancel this policy by mailing to the first Named Insured at the last mailing address known to us written notice of cancellation at least:
      - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

- (2) 45 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph (2), we may cancel only for one or more of the following reasons:
  - (a) When there exists material misrepresentation or fraud in connection with the application, policy or presentation of a claim.
  - **(b)** A change in the condition of the risk that results in an increase in the hazard insured against.
  - (c) A matter or issue related to the risk that constitutes a threat to public safety.
  - (d) If the Named Insured's driver's license or motor vehicle registration, or that of a driver insured under the Coverage Form, has been suspended or revoked during the policy period as a result of the "insured's" driving record.

If we cancel pursuant to Paragraph **b.(2)**, you may request additional information on the reason for cancellation within 30 days from the date of our notice.

2. Paragraph 3. does not apply.

3. Paragraph 5. is replaced by the following:

If this policy is cancelled, we will send the first
Named Insured any premium refund due.

If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be calculated as follows:

- a. Policies Written For One Year Or Less We will refund 90% of the pro rata unearned premium.
- b. Policies Written For More Than One Year
  - (1) If the policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.
  - (2) If the policy is cancelled after the first year, we will refund the pro rata unearned premium.

# c. Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the policy is cancelled.

We will retain the minimum premium, except if the policy is cancelled as of the inception date.

However, if this policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the policy, the refund will consist of the gross unearned premium computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

- 4. Paragraph 6. is replaced by the following: We will send notice of cancellation to the first Named Insured by certificate of mail if:
  - a. We cancel for nonpayment of premium; or
  - b. This policy is not a renewal of a policy we issued and has been in effect for 45 days or less.

We will send notice to the first Named Insured by certificate of mail or by commercial mail delivery service if we cancel for a reason other than nonpayment of premium and this policy:

- a. Is a renewal of a policy we issued; or
- **b**. Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

**B**. The following condition is added:

#### Nonrenewal

- If we decide not to renew or continue this policy, we will mail to the first Named Insured written notice at least 45 days before the end of the policy period.
- 2. We will mail our notice of nonrenewal to the first Named Insured's last mailing address known to us. We will send notice of nonrenewal to the first Named Insured by certificate of mail or by commercial mail delivery service. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.
- 3. When we elect not to renew a policy that has been in effect for more than 45 days for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.
- 4. If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the policy will terminate on the renewal date for nonpayment of premium.

COMMERCIAL AUTO CA 02 17 10 13

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# MICHIGAN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual and the covered "auto" you own is of the "private passenger type" and the policy covers fewer than five "autos", the **Cancellation** Common Policy Condition does not apply to that "auto". The following condition applies instead:

#### **Ending This Policy**

#### A. Cancellation

- 1. You may cancel the policy by mailing or delivering to us advance notice of cancellation.
- 2. When this policy is in effect less than 55 days and is not a renewal or continuation policy, we may cancel for any reason by mailing or delivering to you within this period written notice of cancellation at least 20 days before the effective date of cancellation. If we cancel for nonpayment of premium, we will mail or deliver notice to you at least 10 days before the effective date of cancellation.
- 3. When this policy is in effect 55 days or more or is a renewal or continuation policy, we may cancel only for one or more of the reasons listed below. If we cancel for nonpayment of premium, we will mail you at least 10 days' notice. If we cancel for any other reason, we will mail you at least 30 days' notice.
  - a. Nonpayment of premium.
  - b. The named "insured" or any other operator who either resides in the same household or customarily operates an "auto" has had his or her driver's license suspended during the policy period and the revocation or suspension has become final.

- c. If during the first 55 days after the original issue date of the policy the risk is unacceptable to us.
- But if this policy has been written for a period of more than a year or without a fixed expiration date, we may cancel at an anniversary of its original effective date for any reason. If we cancel, we will mail or deliver to you at least 30 days' written notice.
- Notice of cancellation will state the effective date of cancellation.
- 5. If this policy is cancelled, we will send you any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

#### B. Nonrenewal

- 1. If we decide not to renew or continue this policy, we will mail or deliver to you written notice at least 30 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- 2. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.

#### C. Mailing Of Notices

We will mail by certified mail our notice of cancellation to your last mailing address known to us, except that if the policy is in effect less than 55 days or is a renewal policy or is cancelled for nonpayment of premium, we will mail you notice by regular mail. If notice is mailed, proof of mailing will be sufficient proof of notice.

For all other "private passenger types", the **Cancellation** Common Policy Condition does not apply to Covered Autos Liability Coverage on a covered "auto" of the "private passenger type". The following condition applies instead:

#### **Ending This Policy**

#### A. Cancellation

- **1.** You may cancel the policy by mailing or delivering to us advance notice of cancellation.
- 2. When this policy is in effect less than 55 days and is not a renewal or continuation policy, we may cancel for any reason by mailing or delivering to you within this period written notice of cancellation at least 20 days before the effective date of cancellation. If we cancel for nonpayment of premium, we will mail or deliver notice to you at least 10 days before the effective date of cancellation.
- 3. When this policy is in effect 55 days or more or is a renewal or continuation policy, we may cancel only for one or more of the reasons listed below. If we cancel for nonpayment of premium, we will mail you at least 10 days' notice. If we cancel for any other reason, we will mail you at least 20 days' notice.
  - a. Nonpayment of premium.
  - b. The named "insured" or any other operator who either resides in the same household or customarily operates an "auto" has had his or her driver's license suspended during the policy period and the revocation or suspension has become final.

c. If during the first 55 days after the original issue date of the policy the risk is unacceptable to us.

But if this policy has been written for a period of more than a year or without a fixed expiration date, we may cancel at an anniversary of its original effective date for any reason. If we cancel, we will mail or deliver to you at least 20 days' written notice.

- 4. Notice of cancellation will state the effective date of cancellation.
- 5. If this policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

#### B. Nonrenewal

- 1. If we decide not to renew or continue this policy, we will mail or deliver to you written notice at least 20 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- 2. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.

#### C. Mailing Of Notices

We will mail by certified mail our notice of cancellation to your last mailing address known to us, except that if the policy is in effect less than 55 days or is a renewal policy or is cancelled for nonpayment of premium, we will mail you notice by regular mail. If notice is mailed, proof of mailing will be sufficient proof of notice.

COMMERCIAL AUTO CA 02 43 11 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# TEXAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

- A. Paragraphs 2. and 5. of the Cancellation Common Policy Condition contained in Endorsement IL 00 17 are replaced by the following:
  - 2. We may cancel this policy:
    - a. By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
    - b. For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:
      - (1) If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
      - (2) If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
        - (a) Fraud in obtaining coverage;
        - (b) Failure to pay premiums when due;
        - (c) An increase in hazard within the control of the insured which would produce an increase in rate;
        - (d) Loss of reinsurance covering all or part of the risk covered by the policy; or

- (e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
- c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:
  - (1) If this policy has been in effect for less than 90 days, we may cancel this policy for any reason.
  - (2) If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel this policy, only for the following reasons:
    - (a) If the first Named Insured does not pay the premium or any portion of the premium when due;
    - (b) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
    - (c) If the Named Insured submits a fraudulent claim; or
    - (d) If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

- 5. If this policy is canceled, we will send the first Named Insured any premium refund due. The refund will be pro rata, subject to the policy minimum premium. The cancellation will be effective even if we have not made or offered a refund.
- **B**. The following condition is added:

#### Nonrenewal

- We may elect to renew this policy except that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
- 2. If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

All terms and conditions of this policy apply unless modified by this endorsement.

COMMERCIAL AUTO CA 02 70 01 18

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The **Cancellation** Common Policy Condition is replaced by the following:

#### Cancellation

- 1. The first Named Insured shown in the Declarations may cancel this Policy by mailing us advance written notice of cancellation.
- 2. When this Policy is in effect 61 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons by mailing you written notice of cancellation, stating the reasons for cancellation.
  - a. Nonpayment of premium.
  - **b.** The Policy was obtained through a material misrepresentation.
  - **c.** Any "insured" has violated any of the terms and conditions of the Policy.
  - d. The risk originally accepted has measurably increased.
  - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured.
  - f. A determination by the Director of Insurance that the continuation of the Policy could place us in violation of the Illinois insurance laws.
- **3.** If we cancel for nonpayment of premium, we will mail you at least 10 days' written notice.
- 4. If this Policy is cancelled for other than nonpayment of premium and the Policy is in effect:
  - **a.** 60 days or less, we will mail you at least 30 days' written notice.

- **b.** 61 days or more, we will mail you at least 60 days' written notice.
- 5. If this Policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- The effective date of cancellation stated in the notice shall become the end of the policy period.
- **7.** Our notice of cancellation will state the reason for cancellation.
- **8.** We will mail our cancellation notice to you at your last address known to us. Proof of mailing will be sufficient proof of notice.
- Notification of cancellation will also be sent to your broker, if known, or agent of record, if known, and to the loss payee listed on the Policy.
- **B.** The following is added and supersedes any provision to the contrary:

#### Nonrenewal

If we decide not to renew or continue this Policy, we will mail you written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. Proof of mailing will be sufficient proof of notice. Notification will also be sent to your broker, if known, or agent of record, if known, and to the loss payee listed on the Policy. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.

POLICY NUMBER:

COMMERCIAL AUTO CA 03 01 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DEDUCTIBLE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Covered Autos Liability Coverage and Paragraph  $\bf A$ . Bodily Injury And Property Damage Liability of Section  $\bf II$  – General Liability Coverages in the Auto Dealers Coverage Form are subject to one of the following two deductibles shown below:

Liability Deductible:	\$ 25,000	Per "Accident"
	OR	
"Property Damage" Only Liability Deductible:	\$	Per "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

#### A. Liability Deductible

If a Liability Deductible, and not a "Property Damage" Only Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

#### B. Property Damage Only Liability Deductible

If a "Property Damage" Only Liability Deductible, and not a Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable for "property damage" will be reduced by the "Property Damage" Only Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

#### C. Our Right To Reimbursement

To settle any claim or "suit", we may pay all or any part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

COMMERCIAL AUTO CA 04 40 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### COLORADO AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred for services rendered within three years from the date of the "accident".

#### B. Who Is An Insured

- You while "occupying", maintaining or using, or, while a pedestrian, when struck by, any "auto".
- 2. If you are an individual, any "family member" while "occupying", maintaining or using, or, while a pedestrian, when struck by, any "auto".
- 3. Anyone else "occupying", maintaining or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

#### C. Exclusions

This insurance does not apply to any of the following:

- "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
- 2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

- "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
- 4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
- **5**. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
- "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

8. "Bodily injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

#### D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage form, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

#### E. Changes In Conditions

- 1. The Conditions are changed as follows:
  - The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
  - b. The reference in Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

**2.** The following is added to the Conditions:

## Assignment Of Payment Of Covered Expenses

- a. An "insured" may assign payments due under auto medical payments coverage, in writing, to a licensed hospital or other licensed health care provider as defined in COLO. REV. STAT. § 10-4-601, an occupational therapist as defined in COLO. REV. STAT. § 12-40.5-103 or a massage therapist as defined in COLO. REV. STAT. § 12-35.5-103.
- **b.** If an "insured" assigns such benefits, we will pay covered benefits directly to the licensed healthcare provider.

#### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.

POLICY NUMBER:

COMMERCIAL AUTO CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

## Name(s) Of Person(s) Or Organization(s):

GALLO EQUIPMENT CO 11835 S AVENUE O CHICAGO, IL 60617-7390

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

#### SCHEDULE

Insurance Company: AMCO

Policy Number: ACP GPA 30 2 7247293

Expiration Date: 08/01/2019

Named Insured: AIM LEASING COMPANY

Address: 1500 TRUMBULL AVE, GIRARD

Additional Insured (Lessor): NATIONALEASE AND ALL ITS MEMBERS-OWNERS

Address: 2651 WARRENVILLE RD, DOWNERS GROVE IL 60515

Designation Or Description Of "Leased Autos": SEE AD3522 BLANK ENDORSEMENT

Coverages	Limit Of Insurance	
Liability	\$ 1,000,000 Each "Accident"	
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 100,000 Deductible For Each Covered "Leased Auto"	
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus  \$ Deductible For Each Covered "Leased Auto"	
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus  \$ Deductible For Each Covered "Leased Auto"	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

#### A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For a "leased auto" designated or described in the Schedule, Who Is An Insured is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You:
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- 3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

#### B. Loss Payable Clause

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
  - 2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
  - 3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

#### C. Cancellation

- 1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the policy, we will mail notice to the lessor.
- **3.** Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

#### E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

All terms and conditions of this policy apply unless modified by this endorsement.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

#### SCHEDULE

Insurance Company: AMCO

Policy Number: ACP GPA 30 2 7247293

Expiration Date: 08/01/2019

Named Insured: AIM LEASING COMPANY

Address: 1500 TRUMBULL AVE, GIRARD OH 44420-3453

Additional Insured (Lessor): WORLDWIDE EQUIPMENT LEASING INC & PACCAR LEASING &VFS

Address: & ASSIGNS. 1677 JAGGIE FOX WAY, LEXINGTON KY 40511-1084

Designation Or Description Of "Leased Autos": POLICY IN GENERAL

Coverages	Limit Of Insurance	
Liability	\$ 1,000,000 Each "Accident"	
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 100,000 Deductible For Each Covered "Leased Auto"	
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ N/A Deductible For Each Covered "Leased Auto"	
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus  \$ Deductible For Each Covered "Leased Auto"	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

#### A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For a "leased auto" designated or described in the Schedule, Who Is An Insured is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You:
  - **b.** Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- 3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

#### B. Loss Payable Clause

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
  - 2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
  - If we make any payment to the lessor, we will obtain his or her rights against any other party.

#### C. Cancellation

- 1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the policy, we will mail notice to the lessor.
- **3.** Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

#### E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

All terms and conditions of this policy apply unless modified by this endorsement.

COMMERCIAL AUTO CA 21 09 10 13

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# TEXAS UNINSURED/UNDERINSURED MOTORISTS COVERAGE

For a "covered auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Texas, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Limit Of Insurance	
\$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### A. Coverage

- We will pay damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury" sustained by an "insured" or "property damage" caused by an "accident". The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".
- 2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph d. of the definition of "uninsured motor vehicle", we will pay under this coverage only if a. or b. below applies:
  - The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph d. of the definition of "uninsured motor vehicle", and
  - (1) Have been given prompt written notice of such tentative settlement; and
  - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
- 3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us. If we and the Named Insured do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue will be on us.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- **1.** An individual, then the following are insureds:
  - a. The Named Insured and any "family member".
  - **b.** Any other person "occupying" a "covered auto".
  - **c.** Any person or organization for damages that person or organization is entitled to recover because of "bodily injury" sustained by a person described in **a**. or **b**. above.
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. The Named Insured for "property damage" only.
  - **b**. Any person "occupying" a "covered auto".
  - **c.** Any person or organization for damages that person or organization is entitled to recover because of "bodily injury" sustained by a person described in **b**. above.

#### C. Exclusions

- 1. We do not provide Uninsured/Underinsured Motorists Insurance:
  - a. For "bodily injury" sustained by:
    - (1) An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a "covered auto" for Uninsured/Underinsured Motorists Coverage under this Coverage Form;
    - (2) Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a "covered auto" for Uninsured/Underinsured Motorists Coverage under this Coverage Form; or
    - (3) Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured/Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
  - b. For any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an owner or operator of a vehicle described in Paragraph d. of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph A.2.b.

- c. For any person for the first \$250 of the amount of damage to the property of that person as the result of any one "accident".
- d. For the use of a vehicle without a reasonable belief that the person using the vehicle is entitled to do so. This exclusion does not apply to an individual Named Insured or a "family member" while using a "covered auto".
- e. For any person for "bodily injury" or "property damage" resulting from the intentional acts of that person.
- 2. This coverage shall not apply directly or indirectly to benefit:
  - a. Any insurer or self-insurer under any workers' compensation, disability or similar law
  - **b**. Any insurer of property.

#### D. Limit Of Insurance

- Regardless of the number of "covered autos",
   "insureds", policies or bonds applicable, claims
   made or vehicles involved in the "accident", the
   most we will pay for all damages resulting from
   any one "accident" is the limit of
   Uninsured/Underinsured Motorists Coverage
   shown in the Schedule or Declarations. Subject
   to this maximum, our limit of liability will be the
   lesser of:
  - a. The difference between the amount of a covered "insured's" damages for "bodily injury" or "property damage" and the amount paid or payable to that covered "insured" for such damages, by or on behalf of persons or organizations who may be legally responsible; or
  - **b.** The applicable limit of liability for this coverage.
- 2. In order to avoid insurance benefits payments in excess of actual damages sustained, subject to only the limits set out in the Schedule or Declarations and other applicable provisions of this coverage, we will pay all covered damages not paid or payable under any:
  - Workers' compensation, disability benefits or similar law;
  - b. Automobile Medical Payments Coverage; or
  - **c.** Personal Injury Protection Coverage.
- Any payment under this coverage to or for an "insured" will reduce any amount that "insured" is entitled to recover for the same damages under this Policy's Covered Autos Liability Coverage.

#### 4. Special Provisions For Property Damage

For any "property damage" "loss" to which the Physical Damage Coverage of this Policy (or similar coverage from another policy) and this coverage both apply, the Named Insured may choose the coverage from which damages will be paid. Such Named Insured may recover under both coverages, but only if:

- a. Neither one by itself is sufficient to cover the "loss":
- **b.** The Named Insured pays the higher deductible amount (but the Named Insured does not have to pay both deductibles); and
- **c**. The Named Insured will not recover more than the actual damages.

#### E. Changes In Conditions

The conditions of the Policy are changed for Uninsured/Underinsured Motorists Insurance as follows:

 The reference in the Other Insurance Condition in the Auto Dealers and Business Auto Coverage Forms and the Other Insurance – Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form to "other collectible insurance" is replaced by the following:

If there is other applicable similar insurance, we will pay only our share of the "loss". Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible insurance.

- 2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - **a.** Promptly notify the police if a hit-and-run driver is involved.
  - **b.** Promptly send us copies of the legal papers if a "suit" is brought.

- **c.** Take reasonable steps after "loss" to protect the "covered auto" and its equipment from further "loss". We will pay all reasonable expenses incurred to do this.
- d. Permit us to inspect and appraise the damaged property before its repair or disposal.
- e. Promptly notify us in writing of a tentative settlement between an "insured" and the insurer of the vehicle described in Paragraph d. of the definition of "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle.
- Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights under this provision do not apply with respect to a tentative settlement between an "insured" and the insurer of an owner or operator of a vehicle described in Paragraph d. of the definition of "uninsured motor vehicle" if we:

- a. Have been given written notice of a tentative settlement between the "insured" and the insurer of the "uninsured motor vehicle"; and
- **b.** Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount an "insured" is entitled to recover under the provisions of Uninsured/Underinsured Motorists Coverage; and
- **b.** We also have the right to recover the advanced payment.

**4.** The following condition is added:

#### **Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding. However, at any time prior to the arbitrators' decision, either party may revoke the agreement to arbitrate the matter.

#### F. Additional Definitions

The following are added to the **Definitions** section and have special meaning for Uninsured/Underinsured Motorists Insurance:

- 1. "Covered auto" means an "auto":
  - a. Owned or leased by the Named Insured; or
  - b. While temporarily used as a substitute for an owned "covered auto" that has been withdrawn from normal use because of its breakdown, repair, servicing, "loss" or destruction.
    - Covered Autos Liability Coverage of this Policy must apply to the "covered auto".
    - "Covered auto" includes "autos" (described in **a**. or **b**. above) for which Uninsured/Underinsured Motorists Insurance has not been rejected in writing.
- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

- "Occupying" means in, upon, getting in, on, out or off.
- "Property damage" means injury to or "loss" of use or destruction of:
  - a. A "covered auto";
  - b. Property owned by the Named Insured or any "family member" of an individual Named Insured while contained in a "covered auto";
  - c. Property owned by any other person "occupying" the "covered auto" while contained in the "covered auto"; and
  - d. Any property owned by the Named Insured or "family member" of an individual Named Insured while contained in any "auto" not owned, but being operated, by such individual Named Insured or any "family member" of the individual Named Insured.
- 5. "Uninsured motor vehicle" means a land motor vehicle or "trailer" of any type:
  - a. To which no liability bond or policy applies at the time of the "accident".
  - b. Which is a hit-and-run vehicle whose operator or owner cannot be identified. The vehicle must hit an "insured", a "covered auto" or a vehicle an "insured" is "occupying".
  - c. To which a liability bond or policy applies at the time of the "accident", but the bonding or insuring company denies coverage or is or becomes insolvent.
  - d. Which is an underinsured motor vehicle. An underinsured motor vehicle is one to which a liability bond or policy applies at the time of the accident, but its limit of liability either:
    - (1) Is not enough to pay the full amount the covered "insured" is legally entitled to recover as damages; or
    - (2) Has been reduced by payment of claims to an amount which is not enough to pay the full amount the covered "insured" is legally entitled to recover as damages.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

 a. Owned by or furnished or available for the regular use of the Named Insured or a "family member" of an individual Named Insured;

- **b.** Owned or operated by a self-insurer under an applicable motor vehicle law;
- c. Owned by any governmental body unless the operator of the vehicle is uninsured and there is no statute imposing liability for damage because of "bodily injury" or "property damage" on the governmental body for an amount not less than the Limit of Insurance for this coverage;
- **d**. Operated on rails or crawler treads;
- **e**. Designed mainly for use off public roads while not on public roads; and
- **f.** While located for use as a residence or premises.

COMMERCIAL AUTO CA 21 26 10 13

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COLORADO UNINSURED MOTORISTS COVERAGE – PROPERTY DAMAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Colorado, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

"Property Damage" Uninsured Motorists Coverage	
Designation Or Description Of Covered "Auto"	Premium
	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### A. Coverage

- 1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or operator of an "uninsured motor vehicle". The damages must result from "property damage" caused by an "accident" arising out of actual physical contact with a covered "auto". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- 2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### **B. Exclusions**

This insurance does not apply to any of the following:

- 1. Punitive or exemplary damages.
- 2. Any claim settled without our consent.
- The direct or indirect benefit of any insurer of property.
- **4.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- "Property damage" to a covered "auto" when it is being used to carry persons or property for a fee.

- "Property damage" to any motor vehicle owned by you or any "family member" which is not a covered "auto".
- 7. "Property damage" to any motor vehicle owned by you for which you have purchased collision coverage under this policy or any other policy.
- 8. The first \$250 of the amount of "property damage" to a covered "auto" as a result of any one "accident".
- "Property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### C. Limit Of Insurance

- Regardless of the number of covered "autos", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the lesser of the following:
  - a. The actual cash value of the covered "auto" at the time of the "accident"; or
  - b. The cost of repairing or replacing the covered "auto".
- 2. Any amount payable under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible.
- 3. As used in this endorsement, actual cash value means the amount required to replace the covered "auto" at the time of loss, less all sums reflecting:
  - a. The decrease in value of the covered "auto" resulting from its use, wear and tear, obsolescence; and
  - **b.** The physical condition of the covered "auto".

#### D. Changes In Conditions

The Conditions are changed for Colorado Uninsured Motorists Coverage – Property Damage as follows:

- Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - Promptly notify the police if a hit-and-run driver is involved.
- The Legal Action Against Us Provision is replaced by the following:

#### Legal Action Against Us

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. In accordance with COLO. REV. STAT. § 13-80-107.5, an "action" or arbitration of an uninsured motorist insurance claim shall be commenced or demanded by "arbitration demand" within three years after the cause of action accrues, except if the underlying "property damage" liability claim against the uninsured motorist is preserved by commencing an "action" against the uninsured motorist within the three-year time limit specified in COLO. REV. STAT. § 13-80-101(1)(n), then an "action" or arbitration of an uninsured motorist claim shall be timely if such "action" commenced or such arbitration demanded within two years after the "insured" knows that the particular tortfeasor is not covered by any applicable insurance; or
- c. For purposes of Paragraph 2.b. above, a cause of action accrues after both the existence of damage giving rise to the claim and the cause of damage are known to the "insured" or should have been known by the exercise of reasonable diligence.

- 3. The reference in Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible "property damage" uninsured motorists insurance.
- 4. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

#### Reimbursement And Trust

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. We shall be entitled to recovery only after the "insured" has been fully compensated for damages.

#### Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### E. Additional Definitions

As used in this endorsement:

- "Action" means a lawsuit commenced in a court of competent jurisdiction.
- "Arbitration demand" means a written demand for arbitration delivered to us that reasonably identifies the person making the claim, the identity of the uninsured motorists, if known, and the fact that arbitration is being demanded.

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child
- 4. "Property damage" means injury to or destruction of a covered "auto". However, "property damage" does not include loss of use or damage to personal property contained in your covered "auto". This definition replaces the definition in the policy.
- "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required for "property damage" liability by the Colorado Financial Responsibility Law; or
  - **b.** For which an insuring or bonding company denies coverage or is or becomes insolvent;
  - **c.** That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit a covered "auto"; or
  - d. Whose owner or operator cannot be located after a reasonable attempt for service of process, and either:
    - (1) Service of process on the insurer as authorized by COLO. REV. STAT. § 42-7-414 is determined by a court to be insufficient or ineffective after reasonable effort has failed; or
    - (2) The report of a law enforcement agency investigating the "accident" fails to disclose the insurance covering the vehicle, and the insurance coverage of such owner or operator when the "accident" occurred is not actually known by the person attempting to serve process.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- **c.** Designated for use mainly off public roads while not on public roads.

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **NEVADA UNINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Nevada, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Limit Of Insurance: \$ Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### ANTI-STACKING PROVISIONS

Any contrasting type contained in this endorsement is in compliance with the Nevada statutory requirements that anti-stacking provisions be prominently displayed in the policy, binder or endorsement.

#### A. Coverage

- 1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- 2. With respect to a vehicle as defined in Paragraph a. or b. of the definition of "uninsured motor vehicle", we will pay damages only in excess of the amount available to an "insured" under any bodily injury liability bonds or policies applicable to the "uninsured motor vehicle".

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- 1. An individual, then the following are "insureds":
  - **a.** The Named Insured and any "family members".
  - **b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### C. Exclusions

This insurance does not apply to any of the following:

- Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle".
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. "BODILY INJURY" SUSTAINED BY:
  - a. AN INDIVIDUAL NAMED INSURED WHILE "OCCUPYING" OR WHEN STRUCK BY ANY VEHICLE OWNED BY THAT NAMED INSURED THAT IS NOT A COVERED "AUTO" FOR UNINSURED MOTORISTS COVERAGE UNDER THIS COVERAGE FORM:
  - b. ANY "FAMILY MEMBER" WHILE "OCCUPYING" OR WHEN STRUCK BY ANY VEHICLE OWNED BY THAT "FAMILY MEMBER" THAT IS NOT A COVERED "AUTO" FOR UNINSURED MOTORISTS COVERAGE UNDER THIS COVERAGE FORM; OR
  - C. ANY "FAMILY MEMBER" WHILE "OCCUPYING" OR WHEN STRUCK BY ANY VEHICLE OWNED BY THAT NAMED INSURED THAT IS INSURED FOR UNINSURED MOTORISTS COVERAGE ON A PRIMARY BASIS UNDER ANY OTHER COVERAGE FORM OR POLICY.

THIS EXCLUSION APPLIES ONLY TO THE EXTENT THAT THE LIMITS OF LIABILITY FOR THIS COVERAGE EXCEED THE LIMITS OF LIABILITY REQUIRED BY THE NEVADA MOTOR VEHICLE SAFETY RESPONSIBILITY ACT.

- **4.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 5. Any damages to the extent that they are or were available to be paid to an "insured" under any bodily injury liability bonds or policies applicable to the "uninsured motor vehicle" as defined in Paragraph a. or b. of the definition of "uninsured motor vehicle".
- 6. Punitive or exemplary damages.
- "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

- 1. REGARDLESS OF THE NUMBER "AUTOS" COVERED "INSUREDS" PREMIUMS PAID. CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM ANY ONE "ACCIDENT" IS THE LIMIT OF INSURANCE FOR UNINSURED MOTORISTS COVERAGE SHOWN IN THE **SCHEDULE** DECLARATIONS.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.
  - We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

#### E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

 Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. THE MAXIMUM RECOVERY UNDER ALL COVERAGE FORMS OR POLICIES COMBINED MAY EQUAL BUT NOT EXCEED THE HIGHEST APPLICABLE LIMIT FOR ANY ONE VEHICLE UNDER ANY COVERAGE FORMS OR POLICY PROVIDING COVERAGE ON EITHER A PRIMARY OR EXCESS BASIS.
- **b.** Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved: and
  - **b.** Promptly send us copies of the legal papers if a "suit" is brought.

# 3. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following: Transfer Of Rights Of Recovery Against Others To Us

- a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, with respect to an underinsured motor vehicle as defined in Paragraph b. of the definition of "uninsured motor vehicle", this condition does not apply.
- **b.** If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
- 4. The following condition is added:

#### **Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, the "insured" may make a written demand for arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- **b.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision of the arbitrators will not be binding on the "insured".

#### F. Additional Definitions

As used in this endorsement:

 "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

- "Occupying" means in, upon, getting in, on, out or off
- 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
  - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" to which a liability bond or policy applies at the time of the "accident", but the amount paid under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages;
  - **c.** For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

- **a.** Owned or operated by a self-insurer under any applicable motor vehicle law, except:
  - (1) A self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
  - (2) A vehicle(s) owned by a governmental unit or agency.
- **b.** Designed for use mainly off public roads while not on public roads.

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ILLINOIS UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Illinois, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Limit Of Insurance: \$ Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

## A. Coverage

- 1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- 2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- **1**. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.

- **d.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.
  - **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### C. Exclusions

This insurance does not apply to any of the following:

- 1. Any claim settled without our consent.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. "Bodily injury" sustained by:

- a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
- b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
- **4.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 5. Punitive or exemplary damages.
- "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

Regardless of the number of covered "autos",
 "insureds", premiums paid, claims made or
 vehicles involved in the "accident", the most we
 will pay for all damages resulting from any one
 "accident" is the Limit Of Insurance for
 Uninsured Motorists Coverage shown in the
 Schedule or Declarations.

We will apply the limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

- a. \$25,000 for "bodily injury" to any one person caused by any one "accident"; and
- **b.** \$50,000 for "bodily injury" to two or more persons caused by any one "accident".

This provision will not change our total limit of liability.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

#### E. Changes In Conditions

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

 Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- **c.** If the coverage under this Coverage Form is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

- 2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - **a.** Promptly notify the police if a hit-and-run driver is involved; and
  - **b.** Promptly send us copies of the legal papers if a "suit" is brought.
- Legal Action Against Us is replaced by the following:

#### **Legal Action Against Us**

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us must be brought within two years after the date of the "accident". However, this Paragraph 3.b. does not apply to an "insured" if, within two years after the date of the "accident", arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.
- 4. Transfer Of Rights Of Recovery Against Others To Us does not apply.
- **5**. The following conditions are added:

#### **Reimbursement And Trust**

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

#### **Arbitration**

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the disagreement will be arbitrated. If the "insured" requests, we and the "insured" will each select an arbitrator. The two arbitrators will select a third. If the arbitrators are not selected within 45 days of the "insured's" request, either party may request that arbitration be submitted to the American Arbitration Association. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law.

- If this occurs, the "insured" will be responsible for payment of his or her expenses and an equal share of the expenses of the third arbitrator up to the amount by which the "insured's" recovery exceeds the statutory minimum.
- **b.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives.
- c. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:
  - (1) Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.
  - (2) Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.
  - In all other arbitration proceedings, local rules of law as to arbitration procedure and evidence will apply.
- **d.** If the arbitration involves three arbitrators, a decision agreed to by two of the arbitrators will be binding for the amount of damages not exceeding the lesser of either:
  - (1) \$75,000 for "bodily injury" to any one person/\$150,000 for "bodily injury" to two or more persons caused by any one "accident"; or
  - (2) The Limit Of Uninsured Motorists Insurance shown in the Schedule or Declarations.

#### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child
- "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or "trailer":

- a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
- **b.** For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an "insured", a covered "auto" or a vehicle an "insured" is "occupying". If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- Owned by a governmental unit or agency; or
- **c.** Designed for use mainly off public roads while not on public roads.

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ILLINOIS UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Illinois, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Limit Of Insurance: \$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### A. Coverage

- We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
- 2. We will pay only after all liability bonds or policies have been exhausted by payment of judgments or settlements, unless:
  - a. We have been given prompt written notice of a "tentative settlement" and decide to advance payment to the "insured" in an amount equal to that "tentative settlement" within 30 days after receipt of notification; or

- **b.** We and an "insured" have reached a "settlement agreement".
- 3. Any judgment for damages arising out of a "suit" brought without written notice to us is not binding on us.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- 1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - **b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.
- d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- **2.** A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.
  - **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### C. Exclusions

This insurance does not apply to any of the following:

- 1. The direct or indirect benefit of any insurer under any workers' compensation, disability benefits or similar law.
- 2. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
  - **c.** Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

- **3.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 4. Punitive or exemplary damages.
- "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

- Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underinsured Motorists Coverage shown in this endorsement.
- 2. Except in the event of a "settlement agreement", the Limit of Insurance for this coverage shall be reduced by all sums paid or payable:
  - a. By or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.
  - b. Under any workers' compensation, disability benefits or similar law. However, the Limit of Insurance for this coverage shall not be reduced by any sums paid or payable under Social Security disability benefits.
  - **c.** Under any automobile medical payments coverage.
- 3. In the event of a "settlement agreement", the maximum Limit of Insurance for this coverage shall be the amount by which the Limit of Insurance for this coverage exceeds the limits of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".
- 4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form.

#### E. Changes In Conditions

The Conditions are changed for Underinsured Motorists Coverage as follows:

 Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - a. Give us written notice of a "tentative settlement" and allow us to advance payment in an amount equal to that settlement within 30 days after receipt of notification to preserve our rights against the owner or operator of the "underinsured motor vehicle".

- b. File "suit" against the owner or operator of the "underinsured motor vehicle" prior to the conclusion of a "settlement agreement". Such "suit" cannot be abandoned or settled without giving us written notice of a "tentative settlement" and allowing us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle".
- **c.** Promptly send us copies of the legal papers if a "suit" is brought.
- Legal Action Against Us is replaced by the following:

#### **Legal Action Against Us**

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident". However, this Paragraph 3.b. does not apply if, within two years after the date of the "accident":
  - (1) Arbitration proceedings have commenced in accordance with the provisions of this Coverage Form; or
  - (2) The "insured" has filed an action for "bodily injury" against the owner or operator of an "underinsured motor vehicle", and such action is:
    - (a) Filed in a court of competent jurisdiction; and
    - **(b)** Not barred by the applicable state statute of limitations.

In the event that the two-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

4. The following is added to Transfer Of Rights
Of Recovery Against Others To Us:

Transfer Of Rights Of Recovery Against Others To Us does not apply to damages caused by an "accident" with an "underinsured motor vehicle" if we:

a. Have been given written notice of a "tentative settlement" between an "insured" and the insurer of an "underinsured motor vehicle"; and b. Fail to advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of the notice.

If we advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of notice:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- **b.** We will also have a right to recover the advanced payment.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

**5**. The following conditions are added:

#### **Reimbursement And Trust**

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

#### **Arbitration**

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- 3. "Settlement agreement" means we and an "insured" agree that the "insured" is legally entitled to recover, from the owner or operator of the "underinsured motor vehicle", damages for "bodily injury" and, without arbitration, agree also as to the amount of damages. Such agreement is final and binding regardless of any subsequent judgment or settlement reached by the "insured" with the owner or operator of the "underinsured motor vehicle".
- 4. "Tentative settlement" means an offer from the owner or operator of the "underinsured motor vehicle" to compensate an "insured" for damages incurred because of "bodily injury" sustained in an accident involving an "underinsured motor vehicle".
- 5. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged, but that sum is either less than the Limit of Insurance of this coverage or reduced by payments to other persons resulting from the same "accident" to an amount less than the Limit of Insurance of this coverage. However, "underinsured motor vehicle" does not include any vehicle:
  - a. Owned or operated by any self-insurer under any applicable motor vehicle law.
  - **b.** Owned by a governmental unit or agency.
  - **c**. Designed for use mainly off public roads while not on public roads.
  - d. Which is an "uninsured motor vehicle".

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ARIZONA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Arizona, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Limit Of Insurance: \$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### A. Coverage

- 1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- 2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- **1**. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".

- **b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- **2.** A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### C. Exclusions

This insurance does not apply to any of the following:

- 1. Punitive or exemplary damages.
- 2. Any claim settled without our consent.
- 3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- **4.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

- Regardless of the number of covered "autos",
   "insureds", premiums paid, claims made or
   vehicles involved in the "accident", the most we
   will pay for all damages resulting from any one
   "accident" is the Limit Of Insurance for
   Uninsured Motorists Coverage shown in the
   Schedule or Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Covered Autos Liability Coverage.

We will not pay for any element of "loss" for which an "insured" is entitled to receive payment under any workers' compensation, disability benefits or similar law.

#### E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

- Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are changed by addition of the following:
  - **a.** The reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
  - b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved; and
  - **b.** Promptly send us copies of the legal papers if a "suit" is brought.
- 3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment under this coverage, and the "insured", or someone on behalf of the "insured", has a right to recover damages from the owner or operator of the "uninsured motor vehicle", we shall be subrogated to that right.

4. Two Or More Coverage Forms Or Policies Issued By Us Condition is replaced by the following:

If this Coverage Form and any other Coverage Form or policy issued to the Named Insured by us or any company affiliated with us apply to the same "accident", only one Coverage Form or policy shall be applicable to the "accident". The Named Insured shall select the one Coverage Form or policy that will apply. This condition does not apply to any Coverage Form or policy issued by us or any affiliated company which is excess insurance over this Coverage Form.

**5**. The following conditions are added:

#### a. Arbitration

- (1) If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### b. Time Limitation

- (1) We will not be liable for uninsured motorists coverage benefits unless the "insured" gives us written notice of the "insured's" intent to pursue an uninsured motorists coverage claim under this Coverage Form within three years after the date of the "accident" that caused the "bodily injury". However, the "insured" may make an uninsured motorists coverage claim within three years after the earliest of the following:
  - (a) The date the "insured" knew that the tortfeasor was uninsured.

- (b) The date the "insured" knows or should have known that coverage was denied by the tortfeasor's insurer.
- (c) The date the "insured" knows or should have known of the insolvency of the tortfeasor's insurer.
- (2) If we and the "insured" do not settle a claim for uninsured motorists coverage under this Coverage Form for which the "insured" has given us timely written notice in accordance with Paragraph (1) above, we will not be liable for uninsured motorists coverage benefits unless within three years after the date the "insured" provides us with such written notice the "insured":
  - (a) Files a lawsuit against us for uninsured motorists coverage benefits under this Coverage Form;
  - **(b)** Requests arbitration pursuant to the provisions of this Coverage Form.

#### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child
- "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amount specified in Section 28-4009 of the Arizona Revised Statutes;
  - For which an insuring or bonding company denies coverage or is or becomes insolvent; or
  - **c.** That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
    - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to the "insured's" representation of the "accident".

However, "uninsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ARIZONA UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Arizona, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Limit Of Insurance: \$ Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### A. Coverage

- 1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
- 2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- 1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".

- **b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### C. Exclusions

This insurance does not apply to any of the following:

- 1. Punitive or exemplary damages.
- 2. Any claim settled without our consent.
- 3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- **4.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

- Regardless of the number of covered "autos",
   "insureds", premiums paid, claims made or
   vehicles involved in the "accident", the most we
   will pay for all damages resulting from any one
   "accident" is the Limit Of Insurance for
   Underinsured Motorists Coverage shown in the
   Schedule or Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Uninsured Motorists Coverage endorsement attached to this Coverage Part. We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Covered Autos Liability Coverage.
- 3. We will reduce the "insured's" total damages by any amount available to that "insured", under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle", that such "insured" did not recover as a result of a settlement between that "insured" and the insurer of an "underinsured motor vehicle". However, any reduction of the "insured's" total damages will not reduce the limit of liability for this coverage.

#### E. Changes In Conditions

The Conditions are changed for Underinsured Motorists Coverage as follows:

- Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are changed by addition of the following:
  - **a.** The reference to "other collectible insurance" applies only to other collectible underinsured motorists insurance.
  - b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - **a.** Promptly notify the police if a hit-and-run driver is involved; and
  - **b.** Promptly send us copies of the legal papers if a "suit" is brought.
- 3. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to Underinsured Motorists Coverage.
- 4. The Two Or More Coverage Forms Or Policies Issued By Us Condition is replaced by the following:

# Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to the Named Insured by us or any company affiliated with us apply to the same "accident", only one Coverage Form or policy shall be applicable to the "accident". The Named Insured shall select the one Coverage Form or policy that will apply. This condition does not apply to any Coverage Form or policy issued by us or any affiliated company which is excess insurance over this Coverage Form.

#### **5**. The following conditions are added:

#### a. Arbitration

- (1) If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### b. Time Limitation

(1) We will not be liable for underinsured motorists coverage benefits unless the "insured" gives us written notice of the "insured's" intent to pursue underinsured motorists coverage claim under this Coverage Form within three years after the date of the "accident" that caused the "bodily injury", and the "insured" has either made a claim with the tortfeasor's insurer or filed an action against the tortfeasor within the time limits prescribed by Section 12-542 of the Arizona Revised Statutes or within the corresponding limitation period provided under the law of the location where the "accident" occurred. However, the "insured" may make an underinsured motorists coverage claim within three years after the date the "insured" knows or should have known that the tortfeasor has insufficient liability insurance to cover the "insured's" injuries.

- (2) If we and the "insured" do not settle a claim for underinsured motorists coverage under this Coverage Form for which the "insured" has given us timely written notice in accordance with Paragraph (1) above, we will not be liable for Underinsured Motorists Coverage benefits unless within three years after the date the "insured" provides us with such written notice the "insured":
  - (a) Files a lawsuit against us for underinsured motorists coverage benefits under this Coverage Form; or
  - **(b)** Requests arbitration pursuant to the provisions of this Coverage Form.

#### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- 3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all bonds or policies applicable at the time of an "accident" does not provide at least the amount an "insured" is legally entitled to recover as damages resulting from "bodily injury" caused by the "accident".

However, "underinsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COLORADO UNINSURED MOTORISTS COVERAGE – BODILY INJURY

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Colorado, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Limit Of Insurance: \$	Each "Accident"
Information required to complete this Schedule, if	not shown above, will be shown in the Declarations.

#### A. Coverage

- 1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- 2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", we will pay under this coverage only if a. or b. below applies:
  - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", and we:
  - Have been given prompt written notice of such tentative settlement; and
  - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

#### B. Who Is An Insured

- If the Named Insured is designated in the Declarations as:
- 1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".

- **b.** Anyone else while "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### C. Exclusions

This insurance does not apply to any of the following:

- Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph A.2.b.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- **3.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 4. Punitive or exemplary damages.
- "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

- Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the least of the following:
  - a. The Limit Of Insurance for Uninsured Motorists Coverage shown in the Declarations; or
  - b. The amount of damages sustained but not recovered.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form attached to this Coverage Part.

  We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

#### E. Changes In Conditions

The Conditions are changed for Colorado Uninsured Motorists Coverage – Bodily Injury as follows:

- Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are revised as follows:
  - **a.** The last paragraph is replaced by the following:
    - When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, the loss will be paid in accordance with the following method:
    - (1) All applicable policies will pay on an equal basis until the Policy with the lowest limit of insurance is exhausted.
    - (2) If any "loss" remains and there:
      - (a) Are two or more remaining policies whose applicable limits of insurance have not been exhausted, then such policies will continue to pay in accordance with Paragraph (1); or
      - (b) Is one remaining policy, then such policy will continue to pay until its limits of insurance have been exhausted.

- **b**. The following provisions are added:
  - (1) The reference to other collectible insurance applies only to other collectible uninsured motorists insurance.
  - (2) If there is other applicable insurance available under one or more policies or provisions of coverage, any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved; and
  - **b.** Promptly send us copies of the legal papers if a "suit" is brought.
  - c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

- d. The following replaces the lead-in paragraph in the Duties In The Event Of Accident, Claim, Suit Or Loss Condition in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form with respect to an owner or operator of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle":
  - We have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us:
- 3. The **Legal Action Against Us** Provision is replaced by the following:

#### **Legal Action Against Us**

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. In accordance with COLO. REV. STAT. § 13-80-107.5, an "action" or arbitration of an uninsured motorist insurance claim or an underinsured motorist insurance claim shall be commenced or demanded by "arbitration demand" within three years after the cause of action accrues, except:
  - (1) If the underlying "bodily injury" liability claim against the uninsured motorist is preserved by commencing an "action" against the uninsured motorist within the two-year time limit specified in COLO. REV. STAT. § 13-80-102(1)(d) for a wrongful death action or the three-year time limit specified in COLO. REV. STAT. § 13-80-101(1)(n) for all other tort actions to which this insurance applies, then an "action" or arbitration of an uninsured motorist claim shall be timely if such "action" is commenced or such arbitration is demanded within two years after the "insured" knows that the particular tortfeasor is not covered by any applicable insurance; or

- (2) If the underlying "bodily injury" liability claim against the underinsured motorist is preserved by commencing an "action" against the underinsured motorist or by payment of either the liability claim settlement or judgment within the twovear time limit specified in COLO. REV. STAT. § 13-80-102(1)(d) for a wrongful death action or the three-year time limit specified in COLO. REV. STAT. § 13-80-101(1)(n) for all other tort actions to which this insurance applies, then an "action" or arbitration of an underinsured motorist claim shall be timely if such "action" is commenced or such arbitration is demanded within two years after the "insured" received payment of the settlement or judgment on the underlying "bodily injury" liability claim.
- c. For purposes of Paragraph 3.b. above, a cause of action accrues after both the existence of the death, injury or damage giving rise to the claim and the cause of the death, injury or damage are known to the "insured" or should have been known by the exercise of reasonable diligence.
- 4. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. We shall be entitled to recovery only after the "insured" has been fully compensated for damages. However, any recovery made by us shall be reduced by our proportionate share of attorneys' fees and expenses incurred in bringing the claim.

Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b**. of the definition of "uninsured motor vehicle" if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle"; and
- **b.** Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- **b.** We also have a right to recover the advanced payment.
- 5. The Two Or More Coverage Forms Or Policies Issued By Us Condition is changed by adding the following:
  - **a.** This provision does not apply to Uninsured Motorists Coverage.
  - b. No one will be entitled to receive duplicate payments for the same elements of "loss" under Uninsured Motorists Coverage.
- 6. The following condition is added:

#### **Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### F. Additional Definitions

As used in this endorsement:

- 1. "Action" means a lawsuit commenced in a court of competent jurisdiction.
- "Arbitration demand" means a written demand for arbitration delivered to us that reasonably identifies the person making the claim, the identity of the uninsured or underinsured motorists, if known, and the fact that arbitration is being demanded.

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
  - b. That is an underinsured motor vehicle. An underinsured motor vehicle means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides a limit that is less than the amount an "insured" is legally entitled to recover as damages caused by the "accident";
  - c. For which an insuring or bonding company denies coverage or is or becomes insolvent;
  - d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

- e. Whose owner or operator cannot be located after a reasonable attempt for service of process, and either:
  - (1) Service of process on the insurer as authorized by COLO. REV. STAT. § 42-7-414 is determined by a court to be insufficient or ineffective after reasonable effort has failed; or
  - (2) The report of a law enforcement agency investigating the "accident" fails to disclose the insurer covering the vehicle, and the insurance coverage of such owner or operator when the "accident" occurred is not actually known by the person attempting to serve process.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
- **b.** Designated for use mainly off public roads while not on public roads.

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ILLINOIS UNINSURED MOTORISTS COVERAGE – PROPERTY DAMAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Illinois, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Coverage

- 1. We will pay all sums the "insured" is legally entitled to recover as damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "property damage" caused by an "accident" arising out of actual physical contact with your covered "auto". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle".
- 2. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

#### **B. Exclusions**

This insurance does not apply to any of the following:

- 1. Any claim settled without our consent.
- **2.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 3. The first \$250 of the amount of "property damage" to a covered "auto" as a result of any one "accident".
- **4.** Any motor vehicle owned by you for which you have purchased collision coverage under this policy or any other policy.
- **5.** If the owner or operator of the "uninsured motor vehicle" cannot be identified.

- 6. "Property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - **b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### C. Limit Of Insurance

- Regardless of the number of covered "autos", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" will be the lesser of \$15,000 or the actual cash value of your damaged "auto" at the time of the "accident".
- 2. Any amount payable under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible.

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#### D. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage – Property Damage (Illinois) as follows:

 Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- **b.** Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible "property damage" uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - **a.** Promptly send us copies of the legal papers if a suit is brought.

- b. Provide us with the name and address of the owner of the "uninsured motor vehicle" or a registration number and description of such vehicle, or any other available information to establish that there is no applicable motor vehicle property damage liability coverage.
- Legal Action Against Us is replaced by the following:

#### **Legal Action Against Us**

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us must be brought within two years after the date of the "accident". However, this Paragraph 3.b. does not apply to an "insured" if, within two years after the date of the "accident", arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.
- 4. Transfer Of Rights Of Recovery Against Others To Us does not apply.
- **5**. The following conditions are added:

#### Reimbursement And Trust

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

#### **Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages under this endorsement or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. The insured may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If such arbitrators are not selected within 45 days, either party may request that the arbitration be submitted to the American Arbitration Association. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

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#### E. Additional Definitions

As used in this endorsement:

- "Property damage" means injury to or destruction of a covered "auto". However, "property damage" does not include loss of use or damage to personal property contained in your covered "auto". This definition replaces the definition in the policy.
- "Uninsured motor vehicle" means a land motor vehicle or trailer:
  - a. For which no liability bond or policy providing coverage for "property damage" applies at the time of the "accident";
  - b. For which no liability bond or policy at the time of an "accident" provides at least the amount required for "property damage" liability covered by the Illinois Financial Responsibility Law; or

c. For which an insuring or bonding company denies coverage or is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- **c.** Designed for use mainly off public roads while not on public roads.

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### KENTUCKY UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Kentucky, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Limit Of Insurance: \$	Each "Accident"	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

#### A. Coverage

- 1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- 2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- 1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".

- **b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- **c**. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### C. Exclusions

This insurance does not apply to any of the following:

- 1. Any claim settled without our consent.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- **3.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 4. Punitive or exemplary damages.
- "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident", is the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations. If there is more than one covered "auto", our Limit of Insurance for any one "accident", if the "bodily injury" is sustained by an individual Named Insured or any "family member", is the sum of the limits applicable to each covered "auto". Subject to this maximum limit of liability for all damages:
  - a. The most we will pay for all damages sustained in such "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule or Declarations applicable to the vehicle that "insured" was "occupying" at the time of the "accident".
  - **b.** An individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph **a**. above.

- A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all "insureds".
- 2. If the "bodily injury" is sustained by any "insured", other than the individual Named Insured or any "family member", in an "accident" in which neither such Named Insured nor any "family member" sustained "bodily injury", the Limit Of Liability shown in the Schedule or Declarations for this coverage is our maximum limit of liability for all damages resulting from any such "accident".
- No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.
- **4.** We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
- 5. We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

#### E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

- Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are changed by addition of the following:
  - a. The reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
  - b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form, shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

- 2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved; and
  - **b.** Promptly send us copies of the legal papers if a "suit" is brought.
- **3.** The **Legal Action Against Us** provision is replaced by the following:

#### **Legal Action Against Us**

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident". However, this Paragraph 3.b. does not apply to an "insured" if, within two years after the date of the "accident", we and the "insured" agree to arbitration in accordance with this endorsement.
- 4. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

In any recovery, we will be entitled to payment only after the "insured" has been fully compensated.

**5**. The following conditions are added:

#### **Arbitration**

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expense of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. Any decision agreed to by two of the arbitrators will be binding.
- **c.** The "insured" will not be required to arbitrate disputed claims.
- 6. The Two Or More Coverage Forms Or Policies Issued By Us General Condition does not apply to Uninsured Motorists Coverage. However, no one will be entitled to receive duplicate payments for the same elements of "loss".

#### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
  - **b.** For which an insuring or bonding company denies coverage or is or becomes insolvent; or
  - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying" or must hit another vehicle which, in turn, hits an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- **c.** Designed for use mainly off public roads while not on public roads.

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### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## KENTUCKY PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Kentucky, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Coverage

The company will pay Personal Injury Protection benefits in accordance with Kentucky Revised Statutes Chapter 304, Subtitle 39, incurred with respect to "bodily injury" sustained by an "insured" and caused by an "accident" arising out of the operation, maintenance or use of a "motor vehicle" as a vehicle. These Personal Injury Protection benefits consist of the following:

#### 1. Medical Expense

Reasonable charges incurred for reasonably needed products, services accommodations, including those for medical care, physical rehabilitation, rehabilitative occupational training, licensed ambulance services and other remedial treatment and care, any nonmedical remedial treatment rendered in accordance with a recognized religious method of healing, and any healing arts professions of a type licensed by the Commonwealth of Kentucky, provided that medical expense shall not include that portion of a charge for a room in a hospital, clinic, convalescent or nursing home or any other institution engaged in providing nursing care and related services, in excess of a reasonable customary charge for semiprivate accommodations, unless intensive care is medically required.

#### 2. Work Loss

Loss of income from work the "insured" would probably have performed if he or she had not been injured, and expenses reasonably incurred by him or her in obtaining services in lieu of those he or she would have performed for income, reduced by any income from substitute work actually performed by him or her.

#### 3. Replacement Services Loss

Expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the "insured" would have performed, not for income, but for the benefit of himself or his family if he had not been injured.

#### 4. Survivor's Economic Loss

Loss after the "insured's" death of contributions of things of economic value to his "survivors", not including services they would have received from the "insured" had he not suffered the fatal injury, less expenses of the "survivors" avoided by reason of the eligible injured person's death.

#### 5. Survivor's Replacement Services Loss

Expenses reasonably incurred by "survivors" after the "insured's" death in obtaining ordinary and necessary services in lieu of those the "insured" would have performed for their benefit had he not suffered the fatal injury, less expenses of the "survivors" avoided by reason of the "insured's" death and not subtracted in calculating survivor's economic loss.

#### 6. Funeral Expense

Reasonable charges incurred for expenses in any way related to funeral, cremation or burial.

#### B. Who Is An Insured

- 1. The "named insured" or any "relative" who sustains "bodily injury" while "occupying" or while a "pedestrian" through being struck by any "motor vehicle", provided that, if such person has rejected the limitation upon his tort rights pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, he shall not be an "insured", unless personal injury protection coverage has subsequently been purchased for such person under this policy; or
- 2. Any other person who sustains "bodily injury" while "occupying" or while a "pedestrian" through being struck by the "insured motor vehicle", provided that, if such person has rejected the limitation upon his tort right pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, he shall not be an "insured".

#### C. Exclusions

We will not pay personal injury protection benefits for "bodily injury":

- 1. Sustained by the "named insured" or any "relative", who has not rejected his tort limitation pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39, while "occupying" or while a "pedestrian" through being struck by any "motor vehicle", other than the "insured motor vehicle", with respect to which the security required under Kentucky Revised Statutes Chapter 304, Subtitle 39, is in effect unless the provider of such security fails to make payment for loss within 30 days of reasonable proof of the fact and the amount of loss sustained.
- 2. Sustained by any person if such injury arises from his conduct within the course of a business of repairing, servicing or otherwise maintaining "motor vehicles" unless such conduct occurs off the business premises.
- Sustained by any person arising from conduct in the course of loading or unloading any "motor vehicle" unless such conduct occurs while "occupying" such "motor vehicle".

- 4. With respect to any benefits any person would otherwise be entitled to receive hereunder for "bodily injury" intentionally caused by such person or arising out of his intentionally attempting to cause "bodily injury", and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to himself, his survivors are not entitled to any survivor's economic loss or survivor's replacement services loss benefits.
- 5. Sustained by any "pedestrian", other than the "named insured" or any "relative", outside the Commonwealth of Kentucky.
- 6. Sustained by any person, other than the "named insured" or any "relative", while "occupying" a "motor vehicle" which is regularly used in the course of the business of transporting persons or property and which is one of five or more "motor vehicles" under common ownership, or a "motor vehicle" owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations or public agencies, if the accident occurs outside the Commonwealth of Kentucky.

This exclusion does not apply to "bodily injury" sustained by any occupant of a bus if such occupant is a Kentucky resident, boarded the bus in Kentucky and the bus is registered in Kentucky with the security required under Kentucky Revised Statutes Chapter 304, Subtitle 39. However, this exception does not apply if the bus is owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations or public agencies.

- Sustained by any person arising out of the use of any "motor vehicle" while located as a residence or premises.
- **8**. Arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

- **10.** Sustained by any person while "occupying" a motorcycle, unless the Declarations indicates a premium for Motorcycle Personal Injury Protection Coverage.
- 11. Sustained by any person other than the "named insured" or any "relative" which arises from the operation, maintenance or use of a "motor vehicle" without a good faith belief that he or she is legally entitled to do so.

#### D. Limit Of Insurance

- 1. Regardless of the number of persons insured, policies or approved plans of self-insurance applicable, premiums paid, claims made or "insured motor vehicles" to which this coverage applies, the company's liability for personal injury protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed \$10,000 in the aggregate, and subject to such aggregate limit:
  - a. The maximum amount payable for work loss, replacement services loss, survivor's economic loss and survivor's replacement services loss shall not exceed \$200 per week in the aggregate prorated for any lesser period, provided that, if the "insured's" earnings or work is seasonal or irregular, the weekly limit shall be equitably adjusted or apportioned on an annual basis;
  - **b.** The maximum amount payable for funeral expense shall not exceed \$1,000.
- 2. Any amount payable by the company under the terms of this coverage shall be reduced by any applicable deductible set forth in the Declarations, but only with respect to "bodily injury" sustained by the "named insured" or any "relative", provided that, if two or more such persons sustain "bodily injury" in the same "motor vehicle" "accident", such deductible applicable to all of them shall not exceed such deductible amount and such amount shall be allocated equally among them. Provided further that a "named insured" or "relative" is entitled to receive under this coverage the difference between this deductible and a greater deductible applicable under another policy applying to personal injury protection coverage pursuant to Kentucky Revised Statutes Chapter 304, Subtitle 39.

- In calculating loss or expense for which personal injury protection benefits are payable under this coverage, a reduction shall be made in the amount of:
  - a. All benefits or advantages a person receives or is entitled to receive from workmen's compensation, unless these benefits or advantages have not been received before personal injury protection benefits are overdue or the claim is paid.
  - b. Any income tax saving resulting from benefits or advantages received for loss of income under this coverage or from like benefits or advantages received under workmen's compensation which are not considered taxable income, provided that the maximum reduction may not exceed 15% of the loss of income and shall be in lesser amount if the claimant furnishes to the company reasonable proof of a lower value of the income tax advantage.

#### E. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

- Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are amended by the addition of the following:
  - a. In the event of an "accident", written notice containing particulars sufficient to identify the "insured" and also reasonably obtainable information respecting the time, place and circumstances of the "accident" shall be given by or on behalf of each "insured" to the company or any of its authorized agents as soon as practicable.
  - b. As soon as practicable, the "insured" or someone on his behalf shall give the company written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury" treatment and rehabilitation received and contemplated and such other information as may assist the company in determining the amount due and payable. The "insured" shall submit, when required by order of a court, to a physical or mental examination by a physician specified in the court order.

2. The Transfer Of Rights Of Recovery Against Others To Us Condition is replaced by the following:

# Transfer Of Rights Of Recovery Against Others To Us

Subject to the provisions of the Kentucky Revised Statutes Chapter 304, Subtitle 39, in the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

3. The Other Insurance Condition in the Auto Dealers and Business Auto Coverage Forms and the Other Insurance – Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

In the event an "insured" has other similar insurance, including approved self-insurance plans, available and applicable to the "accident", the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this coverage and such other insurance.

**4**. The following conditions are added:

#### **Excess Coverages**

- a. Any amount payable under the uninsured motorists coverage shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured";
- b. Any automobile medical payments or expense coverages afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable but for the application of a deductible under this or any other automobile insurance policy because of "bodily injury" sustained by an "insured".

#### **Nonduplication Of Benefits**

No "insured" shall recover duplicate benefits for the same elements of loss under this or any similar insurance, including approved selfinsurance plans.

#### **Constitutionality Clause**

The premium for and the coverages of the policy have been established in reliance upon the provisions of the Kentucky Revised Statutes Chapter 304, Subtitle 39. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such statutes invalid or unenforceable in whole or in part, the company shall have the right to recompute the premium payable for the policy, and the provisions of this endorsement shall be voidable or subject to amendment at the option of the company.

#### **Notice To Policyholders**

Acceptance of the coverage described in Kentucky Revised Statutes Chapter 304, Subtitle 39, places some limitations on your right to bring suit for "bodily injury". Kentucky Revised Statutes Section 304.39-060 provides in part that:

- (1) Any person who registers, operates, maintains or uses a "motor vehicle" on the public roadways of this Commonwealth shall, as a condition of such registration, operation, maintenance or use of such "motor vehicle" and use of the public roadways, be deemed to have accepted the provisions of this subtitle, and in particular those provisions which are contained in this section.
- (2)(a) Tort liability with respect to accidents occurring in this Commonwealth and from the ownership, maintenance or use of a "motor vehicle" is 'abolished' for damages because of "bodily injury", sickness or disease to the extent the basic reparation benefits provided in this subtitle are payable therefor, or that would be payable but for any deductible authorized by this subtitle, under any insurance policy or other method of security complying with the requirements of this subtitle, except to the extent noneconomic detriment qualifies under Subsection (2)(b) hereof.

(b) In any action of tort brought against the owner, registrant, operator or occupant of a "motor vehicle" with respect to which security has been provided as required in this subtitle, against any person organization legally responsible for his or her acts or omissions, a plaintiff may recover damages in tort for pain, suffering, mental anguish and inconvenience because of "bodily injury", sickness or disease arising out of the ownership, maintenance, operation or use of such "motor vehicle" only in the event that the benefits which are payable for such injury as 'medical expense' or which would be payable but for any exclusion or deductible authorized by this subtitle exceed \$1,000, or the injury or disease consists in whole or in part of permanent disfigurement, a fracture a bone. а compound. comminuted. displaced compressed fracture, loss of a body member, permanent injury within probability, reasonable medical permanent loss of bodily function or death.

Any person who is entitled to receive free medical and surgical benefits shall be deemed in compliance with the requirements of this subsection upon a showing that the medical treatment received has an equivalent value of at least \$1.000.

- (c) Tort liability is not so limited for injury to a person who is not an owner, operator, maintainer or user of a "motor vehicle" within Subsection (1) of this section, nor for injury to the passenger of a motorcycle arising out of the maintenance or use of such motorcycle.
- (3) Any person may refuse to consent to the limitations of his or her tort rights and liabilities as contained in this section. Such rejection must be completed in writing or electronically in a form to be prescribed by the Department of Insurance and must have been executed and filed with the Department at a time prior to any "motor vehicle" accident for which such rejection is to apply.

These are some of the exceptions to the limitations on your right to sue and are not intended to comprise a complete enumeration of all circumstances under which suit may be brought for "bodily injury".

#### F. Additional Definitions

As used in this endorsement:

- **1.** "Named insured" means the person or organization named in the Declarations.
- "Motor vehicle" means a vehicle as defined in Kentucky Revised Statutes Chapter 304, Subtitle 39.
- 3. "Insured motor vehicle" means a "motor vehicle" with respect to which:
  - a. The "bodily injury" Covered Autos Liability insurance of the policy applies and for which a specific premium is charged; and
  - b. The "named insured" is required to maintain security under the provisions of Kentucky Revised Statutes Chapter 304, Subtitle 39.
- "Occupying" means in or upon, entering into or alighting from.
- 5. "Pedestrian" means a person who is not "occupying" a "motor vehicle" at the time the injury occurs.
- 6. "Relative" means the spouse and any person related to the "named insured" by blood, marriage or adoption, including a minor in the custody of the "named insured", spouse or such related person who is a resident of the same household as the "named insured", whether or not temporarily residing elsewhere, but does not include any such person who is a "named insured" under any other policy providing the security under Kentucky Revised Statutes Chapter 304, Subtitle 39.
- "Survivor" means a person identified in Kentucky Revised Statutes Section 411.130 as one entitled to receive benefits by reason of the death of another person.

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# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY. MICHIGAN COORDINATION OF PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.
☐ Medical expenses (except expenses provided by Medicare)
☐ Work loss benefits
☐ Medical expenses and work loss benefits
MICHIGAN PERSONAL INJURY PROTECTION for you or any "family member" is changed as follows:
The insurance does not apply to the extent that any benefits, indicated above by an "X", are paid or payable under any other insurance, service, benefit or reimbursement plan providing similar benefits.

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COMMERCIAL AUTO CA 22 24 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MICHIGAN PROPERTY PROTECTION COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Coverage

We will pay for "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" as an "auto". A covered "auto" under this coverage includes an "auto" operated by, but not owned by, you or any "family member" to which the Covered Autos Liability Coverage of the policy applies. This coverage is subject to Chapter 31 of the Michigan Insurance Code and applies only to an "accident" which happens in Michigan.

#### **B.** Exclusions

This insurance does not apply to:

- "Property damage" to property owned by you or any "family member" if you or any "family member" was the owner, operator or registrant of an "auto" involved in the "accident" which caused the "property damage".
- "Property damage" to any covered "auto" or its contents.
- "Property damage" to any "auto" which is not a covered "auto" or to its contents. However, this exclusion does not apply to the "auto" or its contents if the "auto" was parked in such a way as not to cause unreasonable risk of the "property damage".
- 4. "Property damage" to the property of anyone while using a covered "auto" without "your" consent, unless that person reasonably believed he or she was entitled to use the "auto".
- "Property damage" caused intentionally by any claimant.

- **6.** "Property damage" to any property while a covered "auto" is located for use as a residence or premises.
- 7. "Property damage" to property as a result of an "accident" involving an "auto" not owned by you or any "family member". This exclusion applies only to the extent that the security required by the Michigan no-fault law has been provided by or for the owner.
- 8. "Property damage" to any property you accept for transportation as a 'motor carrier' as that term is defined in Chapter 475 of the Michigan Compiled Laws. However, this exclusion applies only to the extent that the property is covered, or would be covered except for a deductible, by a certificate of insurance or other security you have on file with any regulatory authority.
- "Property damage" to property that occurs within the course of the business of repairing, servicing or otherwise maintaining motor vehicles.
- "Property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### C. Limit Of Insurance

- 1. Regardless of the number of covered "autos", premiums paid, claims made, vehicles involved in the "accident" or insurers providing property protection insurance, the most we will pay for all "property damage" resulting from any one "accident" is \$1,000,000. However, the amount we pay will be limited to the lesser of reasonable repair costs or replacement costs minus depreciation and the value of any loss of use.
- 2. Any amount we would otherwise pay for "property damage" will be reduced by any deductible shown in the Declarations prior to the application of our Limit of Insurance. To settle any claim, we will pay all or any part of the deductible shown. If this happens, you must reimburse us for the deductible or the part of the deductible we have paid.

#### D. Changes In Conditions

The Conditions are changed for Property Protection Coverage as follows:

- 1. Transfer Of Rights Of Recovery Against Others To Us does not apply.
- 2. Legal Action Against Us is amended by the addition of the following:

No action to recover property protection insurance may be brought against us more than a year after the "accident".

3. The following conditions are added:

#### Reimbursement And Trust

If we make any payment to a claimant who recovers from a party legally responsible for "property damage", the claimant shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

#### **Nonduplication**

We will not pay duplicate benefits for the same expenses or loss.

#### **Claimants Notice To Us**

A claimant must promptly notify us of an "accident" and must tell us how, when and where the "accident" happened.

#### E. Additional Definitions

As used in this endorsement:

- "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code.
- "Family member" means a person related to you by blood, marriage or adoption, who is a resident of your household, including a ward or foster child.
- 3. "Occupying" means in, upon, getting in, on, out or off.
- **4.** "Property damage" means damage to tangible property including the loss of use of such tangible property.

COMMERCIAL AUTO CA 22 37 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PENNSYLVANIA BASIC FIRST-PARTY BENEFIT

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Benefits	Limit Of Insurance	
Medical Expense Benefits	Up to \$5,000 per insured	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

#### A. Coverage

We will pay the Basic First-party Benefit in accordance with the "Act" to or for an "insured" who sustains "bodily injury" caused by an "accident" arising out of the maintenance or use of an "auto".

#### **BENEFITS**

Subject to the limit shown in the Schedule or Declarations, the Basic First-party Benefit consists of Medical Expense Benefits. These benefits consist of reasonable and necessary medical expenses incurred for an "insured's":

- 1. Care:
- 2. Recovery; or
- 3. Rehabilitation.

This includes remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical expenses will be paid if incurred within 18 months from the date of the "accident" causing "bodily injury". If within 18 months from the date of the "accident" causing "bodily injury" it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the "bodily injury", medical expenses will be paid without limitation as to the time such further expenses are incurred.

#### B. Who Is An Insured

- **1**. You.
- 2. If you are an individual, any "family member".
- 3. Any person while "occupying" a covered "auto".
- **4.** Any person while not "occupying" an "auto" if injured as a result of an "accident" in Pennsylvania involving a covered "auto".

If a covered "auto" is parked and unoccupied, it is not an "auto" involved in an "accident" unless it was parked in a manner as to create an unreasonable risk of injury.

#### C. Exclusions

We will not pay First-party Benefits for "bodily injury":

- 1. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or herself or any other person.
- **2.** Sustained by any person while committing a felony.
- Sustained by any person while seeking to elude lawful apprehension or arrest by a law enforcement official.
- 4. Sustained by any person while maintaining or using an "auto" knowingly converted by that person. However, this exclusion does not apply to:
  - a. You; or
  - **b**. Any "family member".
- Sustained by any person who, at the time of the "accident":
  - a. Is the owner of one or more currently registered "autos" and none of those "autos" is covered by the financial responsibility required by the "Act"; or
  - **b.** Is "occupying" an "auto" owned by that person for which the financial responsibility required by the "Act" is not in effect.
- **6.** Sustained by any person maintaining or using an "auto" while located for use as a residence or premises.
- 7. Sustained by a pedestrian if the "accident" occurs outside of Pennsylvania. This exclusion does not apply to:
  - a. You; or
  - **b**. Any "family member".
- 8. Sustained by any person while "occupying":
  - A recreational vehicle designed for use off public roads; or
  - **b.** A motorcycle, moped or similar type vehicle.

- 9. Arising directly or indirectly out of:
  - a. A discharge of a nuclear weapon (even if accidental);
  - b. War, including undeclared or civil war;
  - c. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - d. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- From or as a consequence of the following whether controlled or uncontrolled or however caused:
  - a. Nuclear reaction;
  - **b.** Radiation; or
  - c. Radioactive contamination.

#### D. Limit Of Insurance

- Regardless of the number of covered "autos", premiums paid, claims made, "autos" involved in the "accident" or insurers providing Firstparty Benefits, the most we will pay to or for an "insured" as the result of any one "accident" is the limit shown in the Schedule or in the Declarations.
- Any amount payable under First-party Benefits shall be excess over any sums paid, payable or required to be provided under any workers' compensation law or similar law.

#### E. Changes In Conditions

The Conditions are changed for First-party Benefits as follows:

- Transfer Of Rights Of Recovery Against Others To Us does not apply.
- 2. The following conditions are added:

#### **Nonduplication Of Benefits**

No person may recover duplicate benefits for the same expenses or loss under this or any other similar automobile coverage including self-insurance.

#### **Priorities Of Policies**

We will pay First-party Benefits in accordance with the order of priority set forth by the "Act". We will not pay if there is another insurer at a higher level of priority. The "First" category listed below is the highest level of priority and the "Fourth" category listed below is the lowest level of priority. The priority order is:

First	The insurer providing benefits to the "insured" as a named insured.
Second	The insurer providing benefits to the "insured" as a "family member" who is not a named insured under another policy providing coverage under the "Act".
Third	The insurer of the "auto" which the "insured" is "occupying" at the time of the "accident".
Fourth	The insurer providing benefits on any "auto" involved in the "accident" if the "insured" is:

- a. Not "occupying" an "auto"; and
- **b.** Not provided First-party Benefits under any other policy.

If two or more policies have equal priority within the highest applicable number in the priority order:

- The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible;
- 2. If we are the insurer against whom the claim is first made, our payment to or for an "insured" will not exceed the applicable limit shown in the Schedule or Declarations;

- 3. The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim. If contribution is sought among insurers under the Fourth priority, proration shall be based on the number of involved motor vehicles; and
- The maximum recovery under all policies shall not exceed the amount payable under the policy with the highest dollar limit of benefits.

#### F. Additional Definitions

As used in this endorsement:

- "Auto" means a self-propelled motor vehicle or trailer required to be registered, operated or designed for use on public roads. However, "auto" does not include a vehicle operated:
  - a. By muscular power; or
  - **b**. On rails or tracks.
- 2. The "Act" means the Pennsylvania Motor Vehicle Financial Responsibility Law.
- "Family member" means a resident of your household who is:
  - **a.** Related to you by blood, marriage or adoption; or
  - **b.** A minor in your custody or in the custody of any other "family member".
- "Occupying" means in, upon, getting in, on, out or off.

COMMERCIAL AUTO CA 22 64 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# TEXAS PERSONAL INJURY PROTECTION ENDORSEMENT

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Texas, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Limit Of Insurance (Each Insured)	Premium				
\$	\$				
\$	\$				
\$	\$				
\$	\$				
Description Of Covered Autos (Check appropriate box.):					
Any "auto" owned by you					
Any private passenger "auto" owned by you					
Any motor vehicle to which are attached dealer's license plates issued to you					
Any motor vehicle designated in the Declarations of the policy by the letters P.I.P. and a motor vehicle the ownership of which is acquired during the policy period by you as a replacement therefor					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

#### A. Coverage

We will pay Personal Injury Protection benefits because of "bodily injury" resulting from a motor vehicle "accident" and sustained by a person "insured". Our payment will only be for "losses" or expenses incurred within three years from the date of the "accident".

Personal Injury Protection benefits consist of:

- Necessary expenses for medical and funeral services.
- 2. 80% of an "insured's" loss of income from employment. These benefits apply only if, at the time of the "accident", the "insured":
  - a. Was an income producer; and

**b**. Was in an occupational status.

These benefits do not apply to any "loss" after the "insured" dies.

Loss of income is the difference between:

- a. Income which would have been earned had the "insured" not been injured; and
- **b.** The amount of income actually received from employment during the period of disability.

If the income being earned as of the date of the "accident" is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the "accident" shall be used.

- Reasonable expenses incurred for obtaining services. These services must replace those an "insured" would normally have performed:
  - a. Without pay;
  - b. During a period of disability; and
  - For the care and maintenance of the family or household.

These benefits apply only if, at the time of the "accident", the "insured":

- a. Was not an income producer; and
- **b**. Was not in an occupational status.

These benefits do not apply to any "loss" after the "insured" dies.

#### B. Who Is An Insured

- You or any "family member" while "occupying" or when struck by any "auto".
- **2.** Anyone else "occupying" a "covered auto" with your permission.

#### C. Exclusions

We will not provide Personal Injury Protection Coverage for any person for "bodily injury" sustained:

- 1. In an "accident" caused intentionally by that person.
- By that person while in the commission of a felony.
- **3.** By that person while attempting to elude arrest by a law enforcement official.
- **4.** While "occupying" or when struck by, any motor vehicle (other than a "covered auto") which is owned by you.

By a "family member" while "occupying" or when struck by any motor vehicle (other than a "covered auto") which is owned by a "family member".

#### D. Limit Of Insurance

Regardless of the number of owned "covered autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" in any one "accident" is the limit of Personal Injury Protection shown in the Schedule or in the Declarations.

#### E. Changes In Conditions

The Conditions of the policy are changed for Personal Injury Protection as follows:

 The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

However, our rights only apply against a person causing or contributing to the "accident" if, on the date of the "loss", the minimum limits required by Texas law have not been established for a motor vehicle involved in the "accident" and operated by that person.

2. The reference in the Other Insurance Condition in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form to "other collectible insurance" is replaced by the following:

If there is other Personal Injury Protection Insurance, we will pay only our share. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible Personal Injury Protection Insurance.

**3**. The following conditions are added:

#### a. Payment Provision

Loss Payments benefits are payable:

- (1) Not more frequently than every two weeks; and
- (2) Within 30 days after satisfactory proof of claim is received.

#### b. Assignment Of Benefits

Payments for medical benefits will be paid directly to a physician or other health care provider if we receive a written assignment signed by the covered person to whom such benefits are payable.

#### F. Additional Definitions

The following are added to the **Definitions** section and have special meaning for Personal Injury Protection:

- 1. "Covered auto" means an "auto":
  - a. Owned or leased by you; or
  - b. While temporarily used as a substitute for an owned "covered auto" that has been withdrawn from normal use because of its breakdown, repair, servicing, "loss" or destruction.

Covered Autos Liability Coverage of this policy must apply to the "covered auto".

- "Covered auto" includes "autos" (described in Paragraphs **a**. and **b**. above) for which Personal Injury Protection Coverage has not been rejected in writing.
- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 3. "Occupying" means in, upon, getting in, on, out or off.

COMMERCIAL AUTO CA 23 84 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **EXCLUSION OF TERRORISM**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:
  - 1. "Terrorism" means activities against persons, organizations or property of any nature:
    - **a.** That involve the following or preparation for the following:
      - (1) Use or threat of force or violence; or
      - (2) Commission or threat of a dangerous act; or
      - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
    - **b**. When one or both of the following apply:
      - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
      - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- 2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.
- B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

#### **Exclusion Of Terrorism**

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

 The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

#### CA 23 84 10 13

- Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- **6.** Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - **b.** Protracted and obvious physical disfigurement; or
  - **c.** Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5**. and **B.6**. are exceeded.

With respect to this exclusion, Paragraphs B.5. and B.6. describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

#### **Exclusion Of Terrorism**

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials: or
- 5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5**. is exceeded.

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With respect to this exclusion, Paragraph C.5. describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

D. In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph B. or C., coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

COMMERCIAL AUTO CA 99 03 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

#### B. Who Is An Insured

- 1. You while "occupying" or, while a pedestrian, when struck by any "auto".
- 2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
- Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

#### C. Exclusions

This insurance does not apply to any of the following:

- "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
- 2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

- 3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
- 4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
- **5.** "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
- 6. "Bodily injury" arising directly or indirectly out
  - a. War, including undeclared or civil war;
  - **b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### CA 99 03 10 13

- "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

#### D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

#### E. Changes In Conditions

The **Conditions** are changed for **Auto Medical Payments Coverage** as follows:

- 1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
- The reference in Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

#### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.

POLICY NUMBER:

COMMERCIAL AUTO CA 99 10 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DRIVE OTHER CAR COVERAGE – BROADENED COVERAGE FOR NAMED INDIVIDUALS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

NAME OF INDIVIDUAL				
MIKE CHOPP				
TOM FLEMING				
GEOFF FLEMING				
RICHARD LAMPING				
SCOTT FLEMING				

COVERAGE	LIMIT	DEDUCTIBLE	PREMIUM (total for all individuals)	
LIABILITY	1,000,000		393.00	
MEDICAL PAYMENTS	5,000		15.00	
UNINSURED MOTORISTS	500,000		15.00	
UNDERINSURED MOTORISTS	500,000		44.00	
COMPREHENSIVE		100	91.00	
COLLISION		250	271.00	
TOTAL			829.00	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

**Note:** When Uninsured Motorists Coverage is provided at limits higher than the basic limits required by a financial responsibility law, Underinsured Motorists Coverage is included, unless otherwise noted. If Underinsured Motorists Coverage is provided as a separate coverage, make appropriate entry in the Schedule above.

**A.** This endorsement changes only those coverages where a premium is shown in the Schedule.

#### B. Changes In Covered Autos Liability Coverage

- Any "auto" you don't own, hire or borrow is a covered "auto" while being used by any individual named in the Schedule or by his or her spouse while a resident of the same household except:
  - **a.** Any "auto" owned by that individual or by any member of his or her household.
  - b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

#### 2. The following is added to Who Is An Insured:

Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

#### C. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured:** 

Any individual named in the Schedule and his or her "family members" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

#### D. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:

- 1. Any "auto" owned by that individual or by any member of his or her household.
- 2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

#### E. Additional Definition

As used in this endorsement:

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

COMMERCIAL AUTO CA 99 44 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- **B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- **C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition.
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy, we will mail you and the loss payee the same advance notice.
- **D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.

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### **COMMON POLICY CONDITIONS**

All Coverage Parts included in this policy are subject to the following conditions.

#### A. Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- **6.** If notice is mailed, proof of mailing will be sufficient proof of notice.

#### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

#### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### D. Inspections And Surveys

- 1. We have the right to:
  - **a.** Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

#### E. Premiums

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- Will be the payee for any return premiums we pay.

# F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

IL 00 21 07 02

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- 1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- **B.** Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- **C.** Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
  - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured": or
  - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

IL 00 21 07 02 Page 1 of 2

#### IL 00 21 07 02

- 2. As used in this endorsement:
  - "Hazardous properties" includes radioactive, toxic or explosive properties.
  - "Nuclear material" means "source material", "Special nuclear material" or "by-product material".
  - "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
  - "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
  - "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
  - "Nuclear facility" means:
    - (a) Any "nuclear reactor";
    - (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a selfsupporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

All terms and conditions of this policy apply unless modified by this endorsement.

IL 00 21 09 08

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- 1. The insurance does not apply:
  - **A.** Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

- **C.** Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
  - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
  - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

#### 2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

IL 01 10 09 07

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# NEVADA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY
AND EQUIPMENT COVERAGE FORM
STANDARD PROPERTY POLICY

# The CONCEALMENT, MISREPRESENTATION OR FRAUD Condition is replaced by the following:

# CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss ("loss") or damage in any case of:

1. Concealment or misrepresentation of a material fact; or

#### 2. Fraud;

committed by an insured ("insured") at any time and relating to a claim under this policy.

All terms and conditions of this policy apply unless modified by this endorsement.

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IL 01 15 01 10

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **NEVADA CHANGES – DOMESTIC PARTNERSHIP**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A. All references to spouse shall include an individual who is in a domestic partnership recognized under Nevada law.
- **B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:
  - "Family member" means a person related to the:
  - Individual Named Insured by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of such Named Insured's household, including a ward or foster child; or
  - Individual named in the Schedule by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.

- C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
  - "Family member" means a person related to you by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of your household, including a ward or foster child.

IL 01 47 09 11

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### ILLINOIS CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- **A.** The term "spouse" is replaced by the following: Spouse or party to a civil union recognized under Illinois law.
- **B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following: "Family member" means a person related to the:
  - Individual Named Insured by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of such Named Insured's household, including a ward or foster child; or
  - Individual named in the Schedule by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
  - "Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of your household, including a ward or foster child.

All terms and conditions of this policy apply unless modified by this endorsement.

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# INDIANA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART COMMERCIAL AUTOMOBILE COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART EQUIPMENT BREAKDOWN COVERAGE PART FARM COVERAGE PART

A. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

#### Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case of:

- Concealment or misrepresentation of a material fact; or
- 2. Fraud
- committed by an insured ("insured") at any time and relating to a claim under this policy.
- **B.** However, with respect to the Commercial Property and Farm Coverage Parts, Paragraph **A.** does not apply when a claim is made by an "innocent coinsured", provided:
  - The property loss or damage occurs to the primary residence of the "innocent coinsured" as covered under Building Coverage (for Commercial Property) or Coverage A or B (for Farm).
  - 2. The "final settlement" for the property loss or damage is at least 60% of available insurance proceeds under the policy.
- **C.** The following is added and supersedes any provision to the contrary:
  - Any payment made pursuant to Paragraph B. will be for:
    - a. The actual cost of repair or replacement of the property that is the subject of the claim if the actual cost of repair or replacement is less than or equal to the maximum limit of coverage under the policy; or

- b. The maximum limit of coverage under the policy if the actual cost of repair or replacement of the property that is the subject of the claim is greater than the maximum limit of coverage under the policy.
- **2.** Any payment made pursuant to Paragraph **B.** is limited to the following:
  - a. An "innocent coinsured's" ownership interest in the property, less any payments we make to a mortgagee or other lienholder with a secured interest in the property.
  - **b.** We will not pay another coinsured for any part of the claim for which we have already paid to an "innocent coinsured".
  - c. We will not pay an amount that is greater than the amount an "innocent coinsured" is entitled to under a decree of dissolution of marriage between the "innocent coinsured" and an individual described in Paragraphs D.1.a. or b.
- **D.** As used in this endorsement, "innocent coinsured" is an insured ("insured") who:
  - Did not have knowledge of, cooperate in, or intentionally contribute to a property loss or damage that was caused or arranged by another individual who:

Is an insured ("insured") and:

- a. Died in connection with the circumstances that caused the property loss or damage; or
- b. Has been charged with a crime based on a court finding that there is probable cause to believe that the individual committed the crime in connection with the circumstances that caused the property loss or damage;

- 2.Signs a sworn affidavit attesting that they did not have knowledge of, cooperate in, or intentionally contribute to the property loss or damage; and
- 3. Cooperates in the investigation and resolution of the claim for the property loss or damage, any police investigation related to the property loss or damage, and any criminal prosecution of the individual that caused or arranged the property loss or damage.
- E. As used in this endorsement, "final settlement" is a determination:
  - Of the amount owed by us to an "innocent coinsured" under Building Coverage (for Commercial Property) or Coverage A or B (for Farm) under the policy and for property loss or damage to the "innocent coinsured's" primary residence; and

- 2. Made by:
  - a. Acceptance of a proof of loss by us;
  - **b.** Execution of a release by the "innocent coinsured":
  - **c.** Acceptance of an arbitration award by the "innocent coinsured" and us; or
  - **d.** Judgment of a court of competent jurisdiction.

However, "final settlement" does not apply to loss or damage related to contents, personal property, or another loss that is not covered under Building Coverage (for Commercial Property) or Coverage **A** or **B** (for Farm) under this policy.

IL 0158 (03-00)

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **INDIANA CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY - LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY - MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM\*
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

\*Under the MORTGAGE HOLDERS ERRORS AND OMSSIONS COVERAGE FORM) the following condition applies only to Coverage C and Coverage D.

The following condition is added:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

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IL 01 62 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### ILLINOIS CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM

COMMERCIAL PROPERTY COVERAGE PART - MORTGAGEHOLDERS ERRORS AND OMISSIONS

**COVERAGE FORM** 

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

FARM COVERAGE PART

FARM UMBRELLA LIABILITY POLICY

LIQUOR LIABILITY COVERAGE PART

MEDICAL PROFESSIONAL LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCT WITHDRAWAL COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

UNDERGROUND STORAGE TANK COVERAGE PART

- **A.** The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:
  - 1. Section I of the Commercial General Liability, Commercial Liability Umbrella, Employmentrelated Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability. Products/Completed Operations Liability. Product Withdrawal, Medical Professional Railroad Protective Liability, Liability, Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
  - 2. Section II under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
  - Section III under the Auto Dealers and Motor Carrier Coverage Forms;
  - **4.** Section **A.** Coverage under the Legal Liability Coverage Form; and

- Coverage C Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.
- Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.
- B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

IL 01 69 09 07

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COLORADO CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND
EQUIPMENT COVERAGE FORM

The **CONCEALMENT**, **MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

## CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss or damage in any case of:

- 1. Concealment or misrepresentation of a material fact; or
- 2. Fraud;

committed by you or any other insured ("insured") at any time and relating to coverage under this policy.

IL 02 28 09 07

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# COLORADO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:
  - 2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium: or
    - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- **B.** The following is added to the **Cancellation** Common Policy Condition:
  - 7. Cancellation Of Policies In Effect For 60 Days Or More
    - a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
      - (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
      - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) A false statement knowingly made by the insured on the application for insurance; or
- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.
- **C.** The following is added and supersedes any other provision to the contrary:

#### **NONRENEWAL**

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**D**. The following condition is added:

## INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

- 1. Nonpayment of premium;
- **2.** A false statement knowingly made by the insured on the application for insurance; or
- 3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.

IL 02 44 09 07

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### OHIO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the **Cancellation** Common Policy Condition is replaced by the following:
  - The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
  - We may cancel this policy only for one or more of the following reasons, except as provided in Paragraph 6. below:
    - a. Nonpayment of premium;
    - b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder:
    - c. Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;
    - d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;

- e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
- f. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
- g. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
- We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.
- 4. We will mail the notice of cancellation at least:
  - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation, if we cancel for a reason stated in 2.b. through 2.g. above.

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- 5. The notice of cancellation will:
  - a. State the effective date of cancellation. The policy period will end on that date.
  - b. Contain the date of the notice and the policy number, and will state the reason for cancellation.
- 6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.
- 7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund
- **B.** The following is added to the Common Policy Conditions and supersedes any provisions to the contrary:

#### **NONRENEWAL**

- If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.
- 2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy
- Proof of mailing will be sufficient proof of notice.

#### C. Common Policy Conditions

- Paragraph A.2.a. of the Businessowners Common Policy Conditions is deleted.
- Paragraph E.2. of the Cancellation Common Policy Condition in the Standard Property Policy is deleted. Paragraph E.2. is replaced by the following (unless Item A. of this endorsement applies):

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- **b.** 30 days before the effective date, if we cancel for any other reason.

All terms and conditions of this policy apply unless modified by this endorsement.

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** The **Cancellation** Common Policy Condition is replaced by the following:

#### CANCELLATION

- The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
- 2. Cancellation Of Policies In Effect For Less Than 60 Days

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

## 3. Cancellation Of Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

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#### IL 02 46 09 07

- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

- If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.
- B. The following are added and supersede any provisions to the contrary:

#### 1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

#### 2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

All terms and conditions of this policy apply unless modified by this endorsement.

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEVADA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following are added to the Cancellation Common Policy Condition:

#### 7.a. Midterm Cancellation

If this policy has been in effect for 70 days or more, or if this policy is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- Nonpayment of premium;
- (2) Conviction of the insured of a crime arising out of acts increasing the hazard insured against;
- (3) Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;
- (4) Discovery of an act or omission or a violation of any condition of the policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;
- (5) A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

- (6) A determination by the commissioner that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public;
- (7) A determination by the commissioner that the continuation of the policy would violate, or place us in violation of, any provision of the code.

#### b. Anniversary Cancellation

If this policy is written for a term longer than one year, we may cancel for any reason at an anniversary, by mailing or delivering written notice of cancellation to the first Named Insured at the last mailing address known to us at least 60 days before the anniversary date.

**B.** The following is added as an additional Condition and supersedes any other provision to the contrary:

#### **NONRENEWAL**

 If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations a notice of intention not to renew at least 60 days before the agreed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

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#### IL 02 51 09 07

- 2. We need not provide this notice if:
  - **a.** You have accepted replacement coverage;
  - **b.** You have requested or agreed to nonrenewal; or
  - c. This policy is expressly designated as nonrenewable.

#### C. Notices

- Notice of cancellation or nonrenewal in accordance with A. and B. above, will be mailed, first class or certified, or delivered to the first Named Insured at the last mailing address known to us and will state the reason for cancellation or nonrenewal.
- 2. We will also provide a copy of the notice of cancellation, for both policies in effect less than 70 days and policies in effect 70 days or more, to the agent who wrote the policy.

All terms and conditions of this policy apply unless modified by this endorsement.

IL 02 62 09 07

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GEORGIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART COMMERCIAL AUTOMOBILE COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART CRIME AND FIDELITY COVERAGE PART EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART EQUIPMENT BREAKDOWN COVERAGE PART FARM COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART PROFESSIONAL LIABILITY COVERAGE PART

- **A.** Paragraph **A.1.** of the **Cancellation** Common Policy Condition is replaced by the following:
  - The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:
    - a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.
    - b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1) 10 days from the date of mailing or delivering our notice, or
- (2) The effective date of cancellation stated in the first Named Insured's notice to us.
- B. Paragraph A.5. of the Cancellation Common Policy Condition is replaced by the following:

#### 5. Premium Refund

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due
- **b.** If we cancel, the refund will be pro rata, except as provided in **c.** below.
- c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- **d.** If the first Named Insured cancels, the refund may be less than pro rata.
- **e.** The cancellation will be effective even if we have not made or offered a refund.

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#### IL 02 62 09 07

**C.** The following is added to the **Cancellation** Common Policy condition and supersedes any other provisions to the contrary:

If we decide to:

- 1. Cancel or nonrenew this policy; or
- Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
- 3. Change any policy provision which would limit or restrict coverage;

#### Then

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph **D**. below, we will mail or deliver notice at least:

- 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
- 2. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
- **3.** 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.
- D. The following provisions apply to insurance covering residential real property only provided under the:

Capital Assets Program (Output Policy) Coverage Part;

Commercial Property Coverage Part;

Farm Coverage Part:

if the named insured is a natural person.

With respect to such insurance, the following is added to the **Cancellation** Common Policy Condition and supersedes any provisions to the contrary:

- When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first Named Insured at least 10 days before the date cancellation takes effect.
- 2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons:
  - a. Nonpayment of premium, whether payable to us or to our agent;
  - b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
  - Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
  - **d.** Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

We may cancel by providing notice to the first Named Insured at least:

10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

45 days before the effective date of cancellation if we cancel for any of the reasons listed in **b.**, **c.** or **d.** above.

All terms and conditions of this policy apply unless modified by this endorsement.

IL 02 72 09 07

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

#### 2. Cancellation Of Policies In Effect

#### a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

#### b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

- 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 45 days before the effective date of cancellation if:
  - (a) There has been a substantial change in the scale of risk covered by this policy;

- (b) Reinsurance of the risk associated with this policy has been cancelled; or
- (c) You have failed to comply with reasonable safety recommendations.
- **B.** The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

#### **NONRENEWAL**

 If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:

- a. The expiration date of this policy, if the policy is written for a term of one year or less; or
  - b. The anniversary date of this policy, if the policy is written for a term of more than one year.
- 2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

IL 70 02 09 11

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MERCANTILE UMBRELLA LIABILITY POLICY

#### **SCHEDULE**

Person(s) or Organization(s) VASCOR TRANSPORT LTD	Address 118 TRIPORT CIR, GEORGETOWN KY 40324-9619	
P.J.K. FOOD SERVICE, LLC DBA KEANY PRODUCE &	3306-3310 75TH AVE, LANDOVER, MD 20785	
GOURMET		
CAPITAL REPAIR & MAINTENANCE LLC	333 45TH AVE, MUNSTER, IN 46321-5802	

Number of Days Notice
-----------------------

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

IN 51 87 12 04

#### \*\*\*\*\*\* IMPORTANT INSURANCE INFORMATION

\*\*\*\*\*

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

# ILLINOIS COMMERCIAL AUTO POLICY NOTICE HIRED AND NONOWNED AUTOMOBILE COVERAGE

Your Business Automobile Policy provides Liability Coverage for Hired and Nonowned Autos. In some cases, this coverage was previously provided as a part of either your Premier Businessowner or Commercial General Liability Policy.

The Illinois Appellate Court ruled in Harrington v. American Family Ins. Col, that a policy providing automobile liability must also provide Uninsured Motorists and Underinsured Motorists Coverage. As a result of this ruling, this Business Automobile policy provides Automobile Liability, Uninsured and Underinsured Motorist coverage for Hired and Nonowned Automobiles. We have made a premium charge for these coverages.

Illinois Insurance Law requires that all automobile policies contain uninsured and underinsured bodily injury coverage in limits equal to your bodily injury liability coverage. You may reject these limits in writing and select limits lower than the bodily injury liability coverage; however, by purchasing higher limits, you gain valuable protection at a relatively modest increase in price.

<u>Uninsured Motorists coverage</u> pays for bodily injury losses to you and your passengers as a result of an accident with a driver who has no liability protection and is legally responsible for the injuries. This includes a hit-and-run vehicle whose owner and operator can not be identified.

<u>Underinsured motorists coverage</u> pays for bodily injury losses to you and your passengers as a result of an accident with a driver who has liability protection with limits lower than the underinsured motorist's limits you have selected, and that person is legally responsible for your injuries. Underinsured motorists coverage is only available for limits greater than \$40,000 single limit.

If you elect Uninsured or Underinsured motorist coverage limits other than we currently provide under this policy, please complete, sign and return the Uninsured/Underinsured Motorist Coverage Form found on the reverse side of this notice.

In the event you have any questions regarding the coverage provided under this policy, please contact your insurance agent.

IN 51 87 12 04 Page 1 of 2

IN 51 87 12 04

#### UNINSURED/UNDERINSURED MOTORISTS BODILY INJURY COVERAGE

Illinois Insurance Law requires that all automobile policies contain uninsured and underinsured bodily injury coverage in limits equal to your bodily injury liability coverage. You may reject these limits in writing and select limits lower than the bodily injury liability coverage; however, you must carry a minimum of \$50,000 single limit. By purchasing higher limits, you gain valuable protection at a relatively modest increase in price.

Please indicate by initialing below whether you desire configuration of your policy: (Initial)	overage at limits lower than the bodily injury liability limits
I wish to reject uninsured/underinsured motoriliability limits and select the following lower lim (Initial)	ists coverage at limits equal to my bodily injury it (Choose one):
\$ 50,000	
\$ 100,000	
\$ 300,000	
\$ 500,000	
\$ 750,000	
If coverage is selected, a premium must be shown on the	ne application.
Coverage is generally described here. Only the policy plimitations.	provides a complete description of the coverages and
I understand that the coverage selection and limit choice continuations and changes unless I notify you otherwise	
Applicants Signature	Date

Page 2 of 2 IN 51 87 12 04

IN 5207 04 07

#### \*\*\*\*\*\* IMPORTANT INSURANCE INFORMATION \*\*\*\*\*

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

## CHANGES IN PENNSYLVANIA UNINSURED AND UNDERINSURED MOTORISTS COVERAGES - ARBITRATION

The Arbitration condition in the Uninsured Motorists and Underinsured Motorists Coverages provided in your policy has been revised.

We have introduced "mutual consent" language. Under "mutual consent", arbitration will only take place if both the insured and insurer agree to arbitrate.

IN 5207 04 07 Page 1 of 1

IN 52 78 12 13

#### **★★★★★★** IMPORTANT INSURANCE INFORMATION

\*\*\*\*\*

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

# IMPORTANT NOTICE FAIR CREDIT REPORTING ACT

Thank you for giving us the opportunity to provide your insurance protection. We appreciate the confidence you place in us to handle your insurance needs.

In order to provide each of our policyholders with the most accurate rate, the insurance company shown on your declarations page, like many insurance companies, uses information obtained from various consumer reporting agencies as part of our rating process. The information used may include motor vehicle reports.

#### **How Consumer Reports Are Used?**

**Motor Vehicle Reports-** Some of the information from motor vehicle reports, such as driving record, are among several factors that determine your premium. We consider moving violations in rating your policy.

#### **How Did The Consumer Reports Impact Me?**

**Motor Vehicle Reports -** Based on information received from the consumer reporting agency below, driving record (violations) may have had an adverse affect on your policy's premium.

Receiving this notification does not necessarily indicate that you had a poor consumer report. Please note the consumer reporting agency did not make any decision to take adverse action and can not provide the specific reasons why adverse action may have been taken.

#### Your Rights Under The Fair Credit Reporting Act

You have the right to dispute the accuracy or completeness of any information contained in the consumer report with the consumer reporting agency. We do not have a copy of the actual report; we only receive information relating to the violations contained on the report. If you would like to review the motor vehicle reports used to develop your premium, you may request a free copy of the report from the consumer reporting agency within 60 days of the receipt of this letter. If you dispute the information and the consumer reporting agency makes changes to the content of your consumer report, please contact us so we can determine the affect on your premium or policy.

To request a copy of the motor vehicle report, please contact:

Lexis Nexis Risk Solutions Inc. P.O. Box 105108 Atlanta, GA 30348-5108 1-800-456-6004

IN 52 78 12 13 Page 1 of 1

IN 52 79 02 14

#### \*\*\*\*\*\* IMPORTANT INSURANCE INFORMATION

\*\*\*\*\*

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

#### MARYLAND POLICYHOLDER NOTICE

#### MARYLAND PERSONAL INJURY PROTECTION AND INCREASE IN PREMIUM

Maryland House Bill 392 requires notification regarding Personal Injury Protection Coverage claims and your premium. This bill prohibits us from increasing your premium either through a surcharge, by reclassifying the policy, retiering, removing or reducing a discount due to a claim or payment made under the Personal Injury Protection coverage.

IN 52 79 02 14 Page 1 of 1

IN 73 78 05 06

\*\*\*\*\*

#### \*\*\*\*\*\* IMPORTANT INSURANCE INFORMATION

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

#### **IMPORTANT NOTICE – MICHIGAN**

We are required by Michigan law Section 500.2236 (8) (e) to provide the following disclaimer for policies of commercial insurance for which rates and forms are <u>not</u> required to be filed with or approved by the Michigan Insurance Commissioner.

## This policy is exempt from the filing requirements of section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500,2236

It is still the responsibility of our company to make certain that the rates and forms used in this policy are in compliance with Michigan statutes.

**KEEP THIS NOTICE WITH YOUR POLICY DOCUMENTS**. If you have questions about this notice please contact your insurance agent.

IN 73 78 05 06 Page 1 of 1

COMMERCIAL AUTO PA 02 09 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### OHIO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual and this policy does not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, and is not issued under an assigned risk plan, then the Cancellation Common Policy Condition does not apply. The following condition applies instead:

#### **Ending This Policy**

#### A. Cancellation

- You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- 2. When this policy is in effect less than 90 days and is not a renewal or continuation policy, we may cancel for any reason by mailing written notice of cancellation. If we cancel for nonpayment of premium, we will mail you at least 10 days' notice. If we cancel for any other reason, we will mail you at least 30 days' notice.
- 3. When this policy is in effect 90 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
  - a. Nonpayment of premium.
  - b. You or any family member who either lives with you or customarily uses a covered "auto" has had his or her driver's license suspended or revoked during the policy period.

However, we may not cancel for this reason if the operator whose license is suspended or revoked is excluded from coverage under this policy.

- **c.** You move to a state where we are not licensed to do business.
- d. Fraud, concealment or misrepresentation made by the "insured" to us of any material fact in obtaining the policy, continuing the policy, or in presenting a claim under the policy.
- e. We replace this policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will become effective when this policy is cancelled and will end on this policy's effective date.
- 4. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If you cancel, the refund, if any, will be computed in accordance with our customary short rate procedure. If we cancel, the refund, if any, will be computed pro rata.
- **5.** The effective date of cancellation stated in the notice shall become the end of the policy period.
- If we cancel for any reason described in Paragraphs A.3.a. through e. above, we will mail written notice of cancellation at least:
  - **a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- 7. The notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

#### B. Nonrenewal

- 1. If we decide not to renew or continue this policy we will mail you written notice of nonrenewal, stating the reason(s) for nonrenewal, at least 30 days before the end of the policy period. If the policy period is other than one year or is a continuous policy, we will have the right not to renew or continue it only at each annual anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- 2. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

#### C. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed to your last known address. However, we may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

COMMERCIAL AUTO PA 02 16 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# MARYLAND CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual and a covered "auto" you own is of the "private passenger type", the **Cancellation** Common Policy Condition does not apply. The following conditions apply instead:

#### **Ending This Policy**

#### A. Cancellation

- You may cancel the policy by mailing or delivering to us advance written notice of cancellation.
- 2. When this policy has been in effect for 45 days or less and is not a renewal or continuation policy, we may cancel this policy by mailing to you within this period written notice of cancellation, stating the reason for cancellation, at least:
  - **a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
  - **b.** 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.
- 3. When this policy has been in effect for more than 45 days or is a renewal or continuation policy, we may cancel this policy by mailing to you written notice of cancellation, at least:
  - **a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

- **b.** 45 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph **b.**, we may cancel only for one or more of the following reasons:
  - (1) If your driver's license or motor vehicle registration, or that of one or more but not all drivers who live with you or customarily use a covered "auto", has been suspended or revoked during the policy period as a result of the driver's driving record. However, before cancelling this policy, we will offer to continue this policy with a provision excluding coverage for each driver whose license has been suspended or revoked during the policy period. If such an offer is accepted, we will issue an endorsement to that effect.
  - (2) When there exists material misrepresentation or fraud in connection with the application, policy or presentation of a claim.

- (3) We replace this policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will take effect when this policy is cancelled and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.
- (4) A change in the condition of the risk that results in an increase in the hazard insured against.
- (5) A matter or issue related to the risk that constitutes a threat to public safety.

If we cancel pursuant to Paragraph **b.**, you may request additional information on the reason for cancellation within 30 days from the date of our notice.

But if this policy has been written for a period of more than a year or without a fixed expiration date, we may cancel only at an anniversary of its original effective date.

- Notice of cancellation will state the reason for cancellation and the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund will be calculated as follows:
  - a. Policies Written For One Year Or Less

We will refund 90% of the pro rata unearned premium.

- b. Policies Written For More Than One Year
  - (1) If the policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.
  - (2) If the policy is cancelled after the first year, we will refund the pro rata unearned premium.

## c. Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the policy is cancelled.

We will retain the minimum premium, except if the policy is cancelled as of the inception date. However, if this policy is financed by a premium finance company and we or the premium finance company or you cancel the policy, the refund will consist of the gross unearned premium computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

- We will send notice of cancellation to you by certificate of mail if:
  - a. We cancel for nonpayment of premium; or
  - This policy is not a renewal of a policy we issued and has been in effect for 45 days or less

We will send notice to you by certificate of mail or by commercial mail delivery service if we cancel for a reason other than nonpayment of premium and this policy:

- a. Is a renewal of a policy we issued; or
- **b**. Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

#### B. Nonrenewal

1. If we decide not to renew or continue this policy, we will send to you, by certificate of mail or commercial mail delivery service, written notice at least 45 days before the end of the policy period, stating the reason nonrenewal. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice. If the policy period is other than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

- 2. We will not refuse to renew or continue this policy because of your claim experience or driving record, or that of one or more but not all drivers who live with you or customarily use a covered "auto". However, we will condition renewal or continuation of this policy on a provision excluding coverage for each driver whose claim experience or driving record would have justified nonrenewal. If such an offer is accepted, we will issue an endorsement to that effect.
- 3. When we elect not to renew a policy for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.
- 4. If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the policy will terminate on the renewal date for nonpayment of premium.

#### C. Mailing Of Notices

We will mail our notice of cancellation or nonrenewal to your last mailing address known to us

#### AMCO INSURANCE COMPANY

**IN WITNESS WHEREOF** the Company has caused this policy to be signed by its president and secretary and countersigned on the declarations page by a duly authorized representative of the company.

**SECRETARY** 

Relt w. Herman

**PRESIDENT** 

mark & Buren

SP 00 02 09 16 Page 1 of 1

COMMONWEALTH OF KENTUCKY PROOF OF INSURANCE

COMPANY# COMPANY NAME AND ADDRESS AMCO INSURANCE COMPANY

19100

1100 LOCUST ST

DES MOINES IA 50391

AIM LEASING COMPANY - DBA AIM NATIONALEASE

NAMED INSURED 1500 TRUMBULL AVE & ADDRESS:

**GIRARD** OH 44420-3453

PL X CL POLICY #: ACP GPA 30 3 7247293 TYPE OF POLICY

EFFECTIVE DATE: 08/01/2018 EXPIRATION DATE: 08/01/2019

MAKE/MODEL: ALL OWNED **AUTOS** YEAR:

VEHICLE ID# (VIN):

AGENCY/COMPANY ISSUING CARD: COTTINGHAM & BUTLER INSURANCE

AGCY/CO PHONE #: 800-793-5235

SEE IMPORTANT NOTICE ON REVERSE SIDE

#### INSTRUCTIONS TO POLICYHOLDER

Two proof of insurance cards are provided herewith. Present one copy to the County Clerk when renewing your motor vehicle registration. The other copy shall be carried in the identified motor vehicle at all times as evidence of insurance, and shall be shown to a peace officer upon request. Note: if Vehicle Identification is designated "Fleet", keep the other copy with your insurance records.

Important: Compare the Vehicle Identification Number (VIN) shown on the Proof of Insurance card and on the motor vehicle registration with the VIN on the motor vehicle. They should match. If the number shown on the Proof of Insurance card is incorrect, contact your insurance company representative at the phone number shown on the front of this card to have the number corrected. If the number shown on the registration is incorrect, contact the County Clerk to have the number corrected.

ACORD 50 KY (2006/01)

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Clear All

	MARYLAND I	NSURANCE IDENTIFICATION CARD		
(STA	TE)			
COMPANY NUMBER	COMPANY	X COMMERCIAL PERSONAL		
19100	AMCO INSURANCE	COMPANY		
POLICY NUMBER	EFFECTIVE DAT	E EXPIRATION DATE		
ACP GPA 303724729	3 08/01/2018	08/01/2019		
YEAR MA	KE/MODEL	VEHICLE IDENTIFICATION NUMBER		
ALL OWNE	) AUTOS			
AGENCY/COMPANY ISSUIN	G CARD			
COTTINGHAM & BUT	LER INSURANCE			
PO BOX 28				
DUBUQUE		IA 52004-0028		
INSURED				
AIM LEASING COMPANY - DBA AIM NATIONALEASE				
1500 TRUME	BULL AVE			
GIRARD		OH 44420-3453		
L				
	SEE IMPORTANT NOTICE	ON REVERSE SIDE		

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

- 1. Name and address of each driver, passenger and witness.
- 2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 (2007/02)

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	OHIO INS	URANCE IDENTIFICATION CARD		
(STATE)				
COMPANY NUMBER C	OMPANY	X COMMERCIAL PERSONAL		
19100 A	MCO INSURANCE CO	MPANY		
POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE		
ACP GPA 3037247293	08/01/2018	08/01/2019		
YEAR MAKE/MC	DDEL	VEHICLE IDENTIFICATION NUMBER		
ALL OWNED	AUTOS			
AGENCY/COMPANY ISSUING CAR	D			
COTTINGHAM & BUTLER I	INSURANCE TRUCK			
PO BOX 28				
DUBUQUE		IA 52004-0028		
INSURED				
AIM LEASING COMPANY - DBA AIM NATIONALEASE				
1500 TRUMBULL	AVE			
GIRARD	OH	H 44420-3453		
L				

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

- 1. Name and address of each driver, passenger and witness.
- 2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 (2007/02)

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#### 

NAIC NUMBER COMPANY COMMERCIAL PERSONAL

19100 AMCO INSURANCE COMPANY

POLICY NUMBER EFFECTIVE DATE NOT VALID MORE THAN ONE (1) ACP GPA 30 3 7247293 08/01/2018 YEAR FROM EFFECTIVE DATE

YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER

ALL OWNED AUTOS

AGENCY/COMPANY ISSUING CARD

COTTINGHAM & BUTLER INSURANCE

AGENCY/COMPANY TELEPHONE NUMBER

800-793-5235

INSURED

AIM LEASING COMPANY - DBA AIM NATIONALEASE

1500 TRUMBULL AVE

GIRARD OH 44420

SEE IMPORTANT NOTICE ON REVERSE SIDE

### THIS CARD MUST BE CARRIED FOR PRESENTATION ON DEMAND KEEP THIS CARD IN THE INSURED VEHICLE

**WARNING:** Any owner or registrant of a motor vehicle who drives or permits a motor vehicle to be driven in Pennsylvania without the required financial responsibility may have his or her registration suspended or revoked.

#### NOTE - THIS CARD IS REQUIRED WHEN:

- You are involved in an auto accident.
- 2. You are convicted of a traffic offense other than a parking offense that requires a court appearance.
- 3. You are stopped for violating any provision of the Vehicle Code (75 Pa.C.S.) and requested to produce it by a police officer.

You must provide a copy of this card to the Department of Transportation when you request restoration of your operating privilege and/or registration privilege which was previously suspended or revoked.

**IN CASE OF ACCIDENT:** Report all accidents to your Agent/Company and to the police as soon as possible. Obtain the following information:

- 1. Name and address of each driver, passenger and witness.
- 2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 PA (2007/09)

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TEXAS LIABILITY INSURANCE CARD	ANCE CARD	
COMPANY PHONE NO. COMPANY X COMMIL PERSONAL 866-322-3214 AMCO INSURANCE COMPANY	PERSONAL NAMED DRIVER POLICY	
OULCY NUMBER EFFECTIVE DATE ACP GPA 30 3 7247293 08/01/2018	EXPIRATION DATE 08/01/2018	
FEAR MAKE MODEL ALL OWNED AUTOS	VEHICLE IDENTIFICATION NUMBER	
COTTINGHAM & BUTLER INSURANCE	AGENCY PHONE NO. 800-793-5235	SPANISH TRANSLATION
DUBUQUE IA 52004		TRADUCCION DE ESPANOL
VAME AND ADDRESS OF INSURED AIM LEASING COMPANY - DBA AI 1500 TRUMBULL AVE	DBA AIM NATIONALEASE	
GIRARD OH 44420		
This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and vehicles as provided by the insurance policy.	bility insurance required by the Texas rehicles and named insureds and may ed by the insurance policy.	
A NAMED DRIVER POLICY DOES NOT PROVIDE COVERAGE FOR INDIVIDUALS RESIDING IN THE INSURED'S HOUSEHOLD THAT ARE NOT NAMED ON THE PO	ERAGE FOR INDIVIDUALS E NOT NAMED ON THE POLICY.	

# Tarjeta de Seguro de Responsabilidad Civil de Texas Guarde esta tarjeta.

IMPORTANTE: Usted debe mostrar esta tarjeta o una copia de su póliza de seguro cuando solicite o renueve su:

- (A) Registro del vehículo motorizado <u>@</u>
  - Licencia de conducir
- (C) Etiqueta de inspección de segurida para su vehículo.

También se puede pedir que usted muestre esta tarjeta o su póliza si tiene un accidente o si se la pide un oficial de policía. Todos los conductores en Texas deben tener un seguro de podría estar sujeto a pagar una multa de hasta \$1,000, mas la suspensión de su licencia de conducir y la suspensión del registro del vehículo, y además su vehículo podría ser confiscado por responsabilidad civil para sus vehículos, o de lo contrario deben cumplir con los requisitos legales de responsabilidad financiera. Si usted no cumple con los requisitos de responsabilidad financiera, hasta 180 días (a un costo de \$15 por día).

# Texas Liability Insurance Card Keep this card

IMPORTANT: You must show this card or a copy of your insurance policy when you apply for or renew your:

- (A) Motor vehicle registration
  - (B) Driver's License
- (C) Motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

you do not meet your financial responsibility requirements, you could be fined up to \$1,000, your driver's license and motor vehicle registration could be suspended, and your vehicle could be All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. If impounded for up to 180 days (at a cost of \$15 per day)

ACORD 50 TX (2015/05)

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ARIZONA INSURANCE IDENTIFICATION CARD	ARIZONA INSURANCE IDE
COMPANY NAIC NUMBER COMPANY X X COMMERCIAL PERSONAL 19100 AMCO INSURANCE COMPANY	COMPANY NAIC NUMBER COMPANY 19100 AMCO INSURANCE (
POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE ACP GPA 30 3 7247293 08/01/2018 08/01/2019	POLICY NUMBER ACP GPA 30 3 7247293
YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER ALL OW/NED	YEAR MAKE/MODEL ALL OW/NED
AGENCY/COMPANY ISSUING CARD COTTINGHAM & BUTLER INSURANCE TRUCK PO ROX 28	AGENCY/COMPANY ISSUING CARD COTTINGHAM & BUTLER INSURANCE TRU PO ROX 28
DUBUQUE IA 52004	anonana
AGENCY/COMPANY TELEPHONE NUMBER: 800-793-5235 INSURED	AGENCY/COMPANY TELEPHONE NUMBER: 800-793-52. INSURED
AIM LEASING COMPANY - DBA AIM NATIONALEASE 1500 TRUMBULL AVE	AIM LEASING COMPANY - DBA AIM N. 1500 TRUMBULL AVE
GIRARD OH 44420	GIRARD
SEE IMPORTANT NOTICE ON REVERSE SIDE	SEE IMPORTANT NOTICE O
ARIZONA INSURANCE IDENTIFICATION CARD	ARIZONA INSURANCE IDE
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AGENCY/COMPANY TELEPHONE NUMBER:	AGENCY/COMPANY TELEPHONE NUMBER:
INSURED	INSURED

SEE IMPORTANT NOTICE ON REVERSE SIDE

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ARIZ	COMPANY NAIC NUMBER 19100	POLICY NUMBER ACP GPA 30 3 7247293	YEAR MAKE/MODEL ALL OWNED	AGENCY/COMPANY ISSUING CARD COTTINGHAM & BUTLER INSURANCE	PO BOX 28	AGENCY/COMPANY TELEPHONE NUMBER:	INSURED	AIM LEASING	1500 IRUMBULL AVE	GIRARD	1		ARIZ	COMPANY NAIC NUMBER	POLICY NUMBER	YEAR MAKE/MODEL	AGENCY/COMPANY ISSUING CARD		AGENCY/COMPANY TELEPHONE NUMBER:	INSURED		

# THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

- A person is required to possess evidence of financial responsibility within the motor vehicle.
- . The card or an image of the card that is displayed on a wireless communication device meets the requirement.
- 3. The card or an image of the card that is displayed on a wireless communication device is satisfactory evidence if the person is asked by the department of transportation to verify financial responsibility on the motor

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

- 1. Name and address of each driver, passenger and witness.
- Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 AZ (2012/08)

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COLORADO INSURANCE IDENTIFICATION CARD	COMPANY NUMBER COMPANY COMMERCIAL PERSONAL	Y NUMBER	YEAR MAKEMODEL VEHICLE IDENTIFICATION NUMBER  VOID	AGENCY/COMPANY ISSUING CARD		NSURED T		BI and PD Coverage Provided	SEE IMPORTANT NOTICE ON REVERSE SIDE	COLORADO INSURANCE IDENTIFICATION CARD	COMPANY NUMBER COMPANY PERSONAL	POLICY NUMBER EXPIRATION DATE EXPIRATION DATE	YEAR MAKEMODEL VEHICLE IDENTIFICATION NUMBER	AGENCY/COMPANY ISSUING CARD	NOURED L	☐ A Doverse Dravided	BI AND TO COVERAGE PROVIDED SEE IMPORTANT NOTICE ON REVERSE SIDE
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Filed 06/18/21 Page 439 of 560 Case 5:21-cv-02741-JLS Document 1-6 © ACORD CORPORATION 2007. All rights reserved. © ACORD CORPORATION 2007. All rights reserved. IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as 1. Name and address of each driver, passenger and witness. 2. Name of Insurance Company and policy number for each THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND soon as possible. Obtain the following information: vehicle involved. vehicle involved ACORD 50 CO (2007/03)

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ACORD 50 CO (2007/03)

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as

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THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

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 Name of Insurance Company and policy number for each

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  - 2. Name of Insurance Company and policy number for each

ACORD 50 CO (2007/03)

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ACORD 50 CO (2007/03)

Although not required in this state, may be used with ACORD 350, four part perforated watermark 20 lb. paper or ACORD 360, four part perforated watermark 32 lb. paper.

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Filed 06/18/21 Page 441 of 560 Case 5:21-cv-02741-.1LS Document 1-6 © 2006, 2007 ACORD CORPORATION. All rights reserved. © 2006, 2007 ACORD CORPORATION. All rights reserved. IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as 1. Name and address of each driver, passenger and witness. 1. Name and address of each driver, passenger and witness. 2. Name of Insurance Company and policy number for each 2. Name of Insurance Company and policy number for each THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND soon as possible. Obtain the following information: soon as possible. Obtain the following information: vehicle involved. vehicle involved. ACORD 50 IN (2007/11) ACORD 50 IN (2007/11)

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ACORD 50 IN (2007/11)

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 Name of Insurance Company and policy number for each

vehicle involved.

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ACORD 50 IN (2007/11)

**EXPIRATION DATE** 

08/01/2019

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ILLINOIS INSURANCE IDENTIFICATION CARD	ILLINOIS INSURANCE IDENTIFICATION CARD
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NUMBER	NUMBER
Ū	3 7247293
YEAR MAKEMODEL VEHICLE IDENTIFICATION NUMBER	YEAR MAKEMODEL VEHICLE IDENTIFICATION NUMBER
ALL OWNED AUTOS	ALL OWNED AUTOS
AGENCY/COMPANY ISSUING CARD	AGENCY/COMPANY ISSUING CARD
COTTINGHAM & BUTLER INSURANCE	COTTINGHAM & BUTLER INSURANCE
PO BOX 28	PO BOX 28
DUBUQUE IA 52004-0028	DUBUQUE IA 52004-0028
FAIM LEASING COMPANY - DBA AIM NATIONALEASE	AIM LEASING COMPANY - DBA AIM NATIONALEASE
1500 TRUMBULL AVE	1500 TRUMBULL AVE
GIRARD OH 44420-3453	GIRARD OH 44420-3453
Examine Policy Exclusions Carefully. This Form Does Not Constitute Any Part of Your Insurance Policy.  SEE IMPORTANT NOTICE ON REVERSE SIDE	Examine Policy Exclusions Carefully. This Form Does Not Constitute Any Part of Your Insurance Policy.
ILLINOIS INSURANCE IDENTIFICATION CARD	ILLINOIS INSURANCE IDENTIFICATION CARD
COMPANY NUMBER COMPANY X COMMERCIAL PERSONAL 19100 AMCO INSURANCE COMPANY	COMPANY NUMBER COMPANY  19100 AMCO INSURANCE COMPANY
EFFECTIVE DATE	EFFECTIVE DATE
ACP GPA 30 3 7247293 08/01/2018 08/01/2019	GPA 30 3 7247293
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DUBUQUE IA 52004-0028	DUBUQUE IA 52004-0028

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			PERSONAL	EXPIRATION DATE 08/01/2019	A NUMBER							ce Policy.
E ON REVERSE SIDE		IFICATION CARD	X COMMERCIAL COMPANY	EFFECTIVE DATE <b>08/01/2018</b>	VEHICLE IDENTIFICATION NUMBER			IA 52004-0028	NATIONALEASE		OH 44420-3453	Examine Policy Exclusions Carefully.  This Form Does Not Constitute Any Part of Your Insurance Policy.  SEE IMPORTANT NOTICE ON REVERSE SIDE
SEE IMPORTANT NOTICE ON REVERSE SIDE		ILLINOIS INSURANCE IDENTIFICATION CARD	COMPANY AMCO INSURANCE COMPANY	က	ED AUTOS	CARD ER INSURANCE			AIM LEASING COMPANY - DBA AIM NATIONALEASE	JLL AVE		Examine Policy Exclusions Carefully.  S Not Constitute Any Part of Your Ins  SEE IMPORTANT NOTICE ON REVERSE SIDE
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Examine Policy Exclusions Carefully.
This Form Does Not Constitute Any Part of Your Insurance Policy.

SEE IMPORTANT NOTICE ON REVERSE SIDE

OH 44420-3453

PAIM LEASING COMPANY - DBA AIM NATIONALEASE

1500 TRUMBULL AVE

GIRARD

# THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

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ACORD 50 IL (2007/03)

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as

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THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

Name and address of each driver, passenger and witness.
 Name of Insurance Company and policy number for each

vehicle involved.

EXCLUDED DRIVERS

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

- 1. Name and address of each driver, passenger and witness. 2. Name of Insurance Company and policy number for each
  - Name of Insurance Company and policy number vehicle involved.

EXCLUDED DRIVERS

ACORD 50 IL (2007/03)

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#### OJOB TICKET

#### APPLICATION INFORMATION

**Job Name / Policy No:** ACP3037247293

**Application:** GARAGE ASSEMBLY

**Sent by:** From CLPC – Kimberly Barton

**Process Date:** 08/24/2018

Pkg. Count \_\_1\_\_

**Place Tracking Label Here** 

#### **FINISH INFORMATION**

**Instructions:** Please match all attached copies to pull prints. Insert after blue Garage page within the pull prints. Mail all copies to the Agent.

PRINT: TRACK JOB IN --- PRINT  $\rightarrow$  DELIVER TO STAGING

STAGING: Deliver to **POLICY PROCESSING ZONE 20**, for Garage Processing

#### REPRINTS / QUESTIONS - Please contact name listed above in the 'Sent By' field.

#### TRACKING INFORMATION

Job Name

\* 3 7 2 4 7 2 9 3 \*

**Account Code** 



**PWS2 Template** 



#### Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 445 of 560

#### **Job Ticket Field Descriptions**.

**Job Name / Policy No.** This field will the **policy number**. It will also server as the Job Name that will be used for tracking in PWS.

**Application**: GARAGE ASSEMBLY (will not change)

**Sent By:** Person sending the request, contact information

**Process Date:** Date the job was sent to VPOM. (filled in by person creating the job.)

Pkg. Count: Used for tracking. Will always be '1'.

**Instructions:** This area will contain the instructions needed by Policy Assembly to merge the garage policy section with the

commercial policy.

**Barcoded Fields** 

**Job Name** Type in the <u>last 8 characters</u> of the Policy Number. Be sure to leave the leading and trailing asterisk (\*) on the policy

number.

**Account Code** Disbursement Code (will always be \*931005001\*)

PWS2 Template PWS2 assigned template ID. (will always be \*5233\* for Assembly jobs).

### **AGENT COPY**

34-33739

COTTINGHAM & BUTLER INSURANCE PO BOX 28 DUBUQUE, IA 52004-0028



#### **Auto Dealers Policy Declarations** Items One and Two

THESE DEC	CLARATIONS MUST BE COM	PLETED BY THE ATTACHMENT OF A SUPPLEMENTARY SCHEDULE	
ITEM ONE POLICY NUM	MBER ACP GPA 30 3 72	47293	
NAMED INSU	JRED • AIM LEASING CO		
	- SEE NAMED INS	SURED SCHEDULE	
& ADDI	RESS • 1500 TRUMBULL	AVE	
Town &	State • GIRARD, OH 4442	20-3453	
	Agent • COTTINGHAM & I	RLITLED INCLIDANCE	
Address Town and	State • DUBUQUE IA 520		
POLICY PERIOD:	State * DODOQUE IA 320	04 #04-03 <i>1</i> 05	
12:01 A.M. Standard Tin	ne at the Named		
Insured's Address state		Covers FROM 08/01/2018 TO 08/01/20	19
	dividual Partnership	Corporation Joint Venture Other	
NAMED INSURED'S BUSINESS TR	UCK/TRAILER LEASING 8		
ITEM TWO	SCHEDULE OF (	COVERAGES AND COVERED AUTOS	
		in the premium column below. Each of these coverages will apply only to	
covered "autos." "Autos" are shown a	as covered "autos" for a particu	lar coverage by the entry of one or more of the symbols from the COVER	ED AUTOS Section of
the Auto Dealers Coverage Form nex		Entry of a symbol next to LIABILITY provides coverage for "auto dealer of	pperations."
	COVERED AUTOS (Entry of one or more symbols	LIMIT	
	from the COVERED AUTOS	THE MOOTING WILL BAY FOR ANY ONE	
COVERAGES	Section of the Auto Dealers Coverage Form shows which	THE MOST WE WILL PAY FOR ANY ONE  ACCIDENT OR LOSS	PREMIUM
	autos are covered autos)		
LIABILITY		Each "Accident" - Covered "Auto" Only \$ 1,000,000	
"Auto Dealer Operations"	21	Each "Accident" - General Liability Only \$ 1,000,000	\$
- 1000 - 1000 - 1000		Aggregate - General Liability Only \$ 3,000,000	
PERSONAL INJURY PROTECTION	25	Separately stated in each P.I.P. Endorsement	- \$
(or equivalent No-Fault Coverage)	20	Minus \$ Deductible	Ψ
ADDED P.I.P.		Separately stated in each Added P.I.P. Endorsement	- \$
(or equivalent No-Fault Coverage)		Minus \$ Deductible	Ψ
MEDICAL PAYMENTS	22	\$ 5,000	\$
UNINSURED MOTORISTS	23,26,28,29	\$ 75,000	\$
UNDERINSURED MOTORISTS			
(when not included in uninsured motorists coverage)	23,26,28,29	\$ 75,000	\$
UM PD	23,26,28,29	\$ 7,500	\$
GARAGEKEEPERS		Ψ 1,000	
COMPREHENSIVE COVERAGE	30		\$
GARAGEKEEPERS SPECIFIED		SEE ITEM FIVE	\$
CAUSES OF LOSS COVERAGE			
GARAGEKEEPERS COLLISION COVERAGE	30		\$
PHYSICAL DAMAGE			
COMPREHENSIVE COVERAGE			\$
PHYSICAL DAMAGE		SEE ITEM SIX	\$
CAUSES OF LOSS COVERAGE		1 ·· -·· · · · · · · · · · · · · · ·	Ť
PHYSICAL DAMAGE COLLISION COVERAGE			\$
FORMS AND ENDORSEMENTS CO	L NTAINED IN THIS POLICY AT	TITS INCEPTION PREMIUM FOR ENDORSEMENTS	\$
SEE ENDORSEMENT AD3522		ESTIMATED TOTAL PREMIUM	\$

Renewal or Replacement No. ACP GPA 3027247293

Countersigned by

THESE DECLARATIONS TOGETHER WITH THE AUTO DEALERS POLICY PROVISIONS, SUPPLEMENTARY SCHEDULES AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 448 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE	OU CONDUC	T GARAGE OPE	RATIONS	
Location				Addr			
No.					cation as Location	n No. 1)	
001	3000 AIRPORT RD,						
002	1500 TRUMBULL AV						
003	10 CHURCH ST, WH	EATLAND		0307 OVERAGES -	DDEMILIMO		
II EWI FOUR	Classes of Operators	Rating	Number	Rating	Total	Liability	Personal Injury
	Classes of Operators	Factor	of Persons	Units	Rating Units	Premium	Protection Premium
	Class I-A Employees Principals	1.00				\$	
	Class I-B Employees All Others	0.40	2.000	0.800			
001	Class I-C Employees Regular Operators	0.60			0.800		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00	3.000	3.000		\$	
	Class I-B Employees All Others	0.40	81.000	32.400			
002	Class I-C Employees Regular Operators	0.60			35.400		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00				\$	
	Class I-B Employees All Others	0.40	6.000	2.400			
003	Class I-C Employees Regular Operators	0.60			2.400		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL F	REMIUM	CONT.	\$CONT.	\$CONT.

Definitions: Class I – Employees PAGE 1 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 449 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE Y	OU CONDUC	T GARAGE OPER	ATIONS	
Location				Addr			
No.				ain business lo	ocation as Location I	No. 1)	
004	9 30TH ST, PITTSBU			<b>-</b>			
005	25942 WOODLAWN				1010		
006 ITEM FOUI	16055 VAN DRUNEN	RD, SOU			-1243 - <b>PREMIUMS</b>		
ITEM FOUI	Classes of Operators	Rating	Number	Rating	Total	Liability	Personal Injury
	Classes of Operators	Factor	of Persons	Units	Rating Units	Premium	Protection Premium
	Class I-A Employees Principals	1.00	1.000	1.000			
	Class I-B Employees All Others	0.40	6.000	2.400			
004	Class I-C Employees Regular Operators	0.60			3.400		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	cipals					
	Class I-B Employees All Others	0.40	12.000	4.800			
005	Class I-C Employees Regular Operators	0.60			4.800		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00	1.000	1.000			
	Class I-B Employees All Others	0.40	13.000	5.200			
006	Class I-C Employees Regular Operators	0.60			6.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL P	REMIUM	CONT.	\$CONT.	\$CONT.

Definitions: Class I – Employees

PAGE 2 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 450 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE Y	OU CONDUC	T GARAGE OPER	ATIONS	
Location				Addr			
No.	0450 015 05 015	NDD 011			ocation as Location	No. 1)	
800	8150 OLD GRANGER						
009 010	6993 SILVER CREST 782 N INDUSTRIAL D						
ITEM FOUR		ZK, ⊑LIVI⊓			- PREMIUMS		
1121 001	Classes of Operators	Rating	Number	Rating	Total	Liability	Personal Injury
		Factor	of Persons	Units	Rating Units	Premium	Protection Premium
	Class I-A Employees Principals	1.00					
	Class I-B Employees All Others	0.40	16.000	6.400			
800	Class I-C Employees Regular Operators	0.60			6.400		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					
	Class I-B Employees All Others	0.40	5.000	2.000			
009	Class I-C Employees Regular Operators	0.60			2.000		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					
	Class I-B Employees All Others	0.40	31.000	12.400			
010	Class I-C Employees Regular Operators	0.60	1.000	0.600	13.000		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL P	REMIUM	CONT.	\$CONT.	\$CONT.

Definitions: Class I – Employees PAGE 3 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 451 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE	OU CONDUC	T GARAGE OPER	RATIONS	
Location				Addı			
No.	 				ocation as Location	No. 1)	
011	5926 W MONROE ST						
012	28610 HILDEBRAND						
013 ITEM FOUR	960 W 48TH AVE, DE	:NVER, C			DDEMILING		
ITEM FOUL	Classes of Operators	Rating	Number	Rating	- PREMIUMS Total	Liability	Personal Injury
	Classes of Operators	Factor	of Persons	Units	Rating Units	Premium	Protection Premium
	Class I-A Employees Principals	1.00	1.000	1.000			
	Class I-B Employees All Others	0.40	13.000	5.200			
011	Class I-C Employees Regular Operators	0.60			6.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					
	Class I-B Employees All Others	0.40	13.000	5.200			
012	Class I-C Employees Regular Operators	0.60			5.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00	2.000	2.000			
	Class I-B Employees All Others	0.40	14.000	5.600	7.600		
013	Class I-C Employees Regular Operators	0.60					
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
		<u> </u>	TOTAL F	PREMIUM	CONT.	\$CONT.	\$ CONT.

Definitions: Class I – Employees PAGE 4 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 452 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE Y	OU CONDUC	CT GARAGE OPER	RATIONS	
Location				Addı			
No.					ocation as Location	No. 1)	
014	4436 WARD AVE, LO						
015	20311 HANNAN PKW						
016 ITEM FOUR	200 OVERLAND DR,	NORTHA			– PREMIUMS		
ITEM FOUR	Classes of Operators	Rating	Number	Rating	Total	Liability	Personal Injury
	Classes of Operators	Factor	of Persons	Units	Rating Units	Premium	Protection Premium
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	7.000	2.800			
014	Class I-C Employees Regular Operators	0.60			2.800		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	15.000	6.000			
015	Class I-C Employees Regular Operators	0.60			6.000		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	3.000	1.200			
016	Class I-C Employees Regular Operators	0.60			1.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL F	REMIUM	CONT.	\$CONT.	\$ CONT.

Definitions: Class I – Employees PAGE 5 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
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- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 453 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE Y	OU CONDUC	T GARAGE OPER	ATIONS	
Location				Addr			
No.	0500101155	DOL 2 5:		ain business lo	ocation as Location	No. 1)	
017	2500 LOVI RD, FREE			1010			
018 019	1068 WHIPPLE CT, L 200 IMPERIAL INDUS				16071 2057		
ITEM FOUR		SIRIAL PA			- PREMIUMS		
1121111001	Classes of Operators	Rating	Number	Rating	Total	Liability	Personal Injury
	or operation	Factor	of Persons	Units	Rating Units	Premium	Protection Premium
	Class I-A Employees Principals	1.00	1.000	1.000			
	Class I-B Employees All Others	0.40	10.000	4.000			
017	Class I-C Employees Regular Operators	0.60			5.000		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					
	Class I-B Employees All Others	0.40	6.000	2.400			
018	Class I-C Employees Regular Operators	0.60			2.400		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00	1.000	1.000			
	Class I-B Employees All Others	0.40	6.000	2.400			
019	Class I-C Employees Regular Operators	0.60			3.400		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL F	REMIUM	CONT.	\$CONT.	\$CONT.

Definitions: Class I – Employees PAGE 6 OF4

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
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Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.



\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE Y	OU CONDUC	T GARAGE OPER	RATIONS	
Location				Addı			
No.					ocation as Location	No. 1)	
020	3334 BRUENING AVE						
021	8810 AMERICANA BL						
022 ITEM FOUF	13140 COUNTY ROA	D R, NAP			5 - PREMIUMS		
IIEW FOUR	Classes of Operators	Rating	Number	Rating	Total	Liability	Personal Injury
	Classes of Operators	Factor	of Persons	Units	Rating Units	Premium	Protection Premium
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	8.000	3.200			
020	Class I-C Employees Regular Operators	0.60			3.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	10.000	4.000			
021	Class I-C Employees Regular Operators	0.60	1.000	0.600	4.600		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	3.000	1.200			
022	Class I-C Employees Regular Operators	0.60			1.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL P	REMIUM	CONT.	\$CONT.	\$CONT.

Definitions: Class I – Employees PAGE 7 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
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- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.



\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE Y	OU CONDUC	T GARAGE OPER	ATIONS	
Location				Addı			
No.	0.405.4415.3333				ocation as Location	No. 1)	
023	6405 MURFIELD, HA						
024	4182 JANITROL RD,						
025	4201 N 45TH AVE, PI	HOENIX, A			DDEMILING		
ITEM FOUR		Deting	Number		- PREMIUMS Total	Liebility	Deve en el Inium/
	Classes of Operators	Rating Factor	of Persons	Rating Units	Rating Units	Liability Premium	Personal Injury Protection Premium
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	9.000	3.600			
023	Class I-C Employees Regular Operators	0.60			3.600		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	5.000	2.000			
024	Class I-C Employees Regular Operators	0.60			2.000		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	13.000	5.200			
025	Class I-C Employees Regular Operators	0.60			5.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL P	REMIUM	CONT.	\$CONT.	\$CONT.

Definitions:
Class I – Employees
PAGE 8 OF1

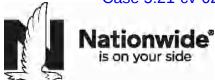
- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".

NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.

2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 456 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRI	E	LOCATI	ONS WHERE Y	OU CONDUC	T GARAGE OPER	RATIONS	
Location				Addr			
No.					ocation as Location	ı No. 1)	
026	2555 N NEVADA ST,						
027	5745 ANGOLA RD, T	OLEDO, (	DH 43615-63	19			
028	700 E 107TH ST, CH	CAGO, IL	60628-3806				
ITEM FOU	R		LIABILITY C	OVERAGES	- PREMIUMS		
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	8.000	3.200			
026	Class I-C Employees Regular Operators	0.60			3.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	7.000	2.800			
027	Class I-C Employees Regular Operators	0.60			2.800		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00					\$
	Class I-B Employees All Others	0.40	6.000	2.400			
028	Class I-C Employees Regular Operators	0.60			2.400		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL P	REMIUM	CONT	\$CONT.	\$ CONT.

Definitions: Class I – Employees PAGE 9 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
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Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 457 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRI	EE .	LOCATI	ONS WHERE	YOU CONDUC	T GARAGE OPER	ATIONS						
Location		Address (list "your" main business location as Location No. 1)										
No.						No. 1)						
029	2908 E ANDY DEVINI				5							
030	315 E POLAND AVE,											
031	4944 BELMONT AVE	, YOUNG										
ITEM FOU		I 5 ()		OVERAGES -		11.1111	T 5					
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium					
	Class I-A Employees Principals	1.00										
	Class I-B Employees All Others	0.40	3.000	1.200								
029	Class I-C Employees Regular Operators	0.60			1.200							
	Class II-Non-Employees Under Age 25	1.15										
	Class II-Non-Employees Age 25 or over	0.50										
	Class I-A Employees Principals	1.00										
	Class I-B Employees All Others	0.40	5.000	2.000								
030	Class I-C Employees Regular Operators	0.60			2.000							
	Class II-Non-Employees Under Age 25	1.15										
	Class II-Non-Employees Age 25 or over	0.50										
	Class I-A Employees Principals	1.00	4.000	4.000								
	Class I-B Employees All Others	0.40	27.000	10.800								
031	Class I-C Employees Regular Operators	0.60			14.800							
	Class II-Non-Employees Under Age 25	1.15										
	Class II-Non-Employees Age 25 and over	0.50										
			TOTAL F	PREMIUM	CONT.	\$CONT.	\$CONT.					

Definitions: Class I – Employees

PAGE 10 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
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# Case 5:21-cv-02741-JLS Document 1-6 Filed 06/18/21 Page 458 of 560 Auto Dealers Policy Declarations



#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRI	EE	LOCATI	ONS WHERE Y		T GARAGE OPER	ATIONS							
Location		Address (list "your" main business location as Location No. 1)											
No.						No. 1)							
032	1182 ROUTE 61 HWY				6								
033	118 TRIPORT CIR, G												
034	7414 JEFFERSON ST	, HYATT											
ITEM FOU				OVERAGES -									
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium						
	Class I-A Employees Principals	1.00											
	Class I-B Employees All Others	0.40	2.000	0.800									
032	Class I-C Employees Regular Operators	0.60			0.800								
	Class II-Non-Employees Under Age 25	1.15											
	Class II-Non-Employees Age 25 or over	0.50											
	Class I-A Employees Principals	1.00											
	Class I-B Employees All Others	0.40	2.000	0.800									
033	Class I-C Employees Regular Operators	0.60			0.800								
	Class II-Non-Employees Under Age 25	1.15											
	Class II-Non-Employees Age 25 or over	0.50											
	Class I-A Employees Principals	1.00											
	Class I-B Employees All Others	0.40	8.000	3.200	3.200								
034	Class I-C Employees Regular Operators	0.60											
	Class II-Non-Employees Under Age 25	1.15											
	Class II-Non-Employees Age 25 and over	0.50											
			TOTAL P	PREMIUM	CONT.	\$CONT.	\$CONT.						

Definitions: Class I – Employees

PAGE 11 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
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  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.



\*POLICY NUMBER ACP GPA 30 3 7247293

TEM THRE	E	LOCATI	ONS WHERE Y		T GARAGE OPER	ATIONS					
Location	Address (list "your" main business location as Location No. 1)										
No.	0075 01 0 0 4 (44) 0 01		(list "your" ma	ain business lo	ocation as Location I	No. 1)					
035	2975 OLD OAKWOOI				869						
036 037	333 W 14TH ST, IND				1010						
TEM FOUF	7555 GRANGER RD	SUITE A,			- PREMIUMS						
TEWIT OUT	Classes of Operators	Rating	Number	Rating	Total	Liability	Personal Injury				
	·	Factor	of Persons	Units	Rating Units	Premium	Protection Premium				
_	Class I-A Employees Principals	1.00					\$				
	Class I-B Employees All Others	0.40	7.000	2.800							
035	Class I-C Employees Regular Operators	0.60			2.800						
	Class II-Non-Employees Under Age 25	1.15									
	Class II-Non-Employees Age 25 or over	0.50									
	Class I-A Employees Principals	1.00					\$				
	Class I-B Employees All Others	0.40	3.000	1.200							
036	Class I-C Employees Regular Operators	0.60			1.200						
	Class II-Non-Employees Under Age 25	1.15									
	Class II-Non-Employees Age 25 or over	0.50									
	Class I-A Employees Principals	1.00					\$				
	Class I-B Employees All Others	0.40	2.000	0.800							
037	Class I-C Employees Regular Operators	0.60			0.800						
	Class II-Non-Employees Under Age 25	1.15									
	Class II-Non-Employees Age 25 and over	0.50									
			TOTAL P	REMIUM	CONT.	\$CONT.	\$CONT.				

Definitions: Class I – Employees PAGE 12 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

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#### **AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRI	E	LOCATI	ONS WHERE Y	OU CONDUC	T GARAGE OPE	RATIONS	
Location				Addr			
No.					ocation as Location	n No. 1)	
038	5333 E 58TH AVE, C			80022-380	4		
039	598 E 20TH ST, YUM						
040	333 45TH AVE, MUN	STER, IN			- PREMIUMS		
TIEWIFOU	Classes of Operators	Rating	Number	Rating	Total	Liability	Personal Injury
	,	Factor	of Persons	Units	Rating Units	Premium	Protection Premium
	Class I-A Employees Principals	1.00				\$ 2 4 0	\$
	Class I-B Employees All Others	0.40	1.000	0.400			
038	Class I-C Employees Regular Operators	0.60			0.400		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00				<b>\$</b> 144 0	\$
	Class I-B Employees All Others	0.40	1.000	0.400			
039	Class I-C Employees Regular Operators	0.60			0.400		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00				<b>\$</b> 1,131 0	\$
	Class I-B Employees All Others	0.40	8.000	3.200			
040	Class I-C Employees Regular Operators	0.60			3.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL P	REMIUM	CONT.	\$CON	\$CONT.

Definitions: Class I – Employees PAGE 13 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.



\*POLICY NUMBER ACP GPA 30 3 7247293

Location No.					T GARAGE OPE		
No				Addr			
					ocation as Location	n No. 1)	
041	1250 LAKESIDE DR,						
042	5200 E 78TH AVE, CO			80022-1460	)		
043	203 HUNT ST, DELP	HOS, OH		01/551050			
EM FOUR		D.C.			- PREMIUMS	12.120	B
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium
	Class I-A Employees Principals	1.00				\$	\$
	Class I-B Employees All Others	0.40	8.000	3.200			
041	Class I-C Employees Regular Operators	0.60			3.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00				\$	\$
	Class I-B Employees All Others	0.40					
042	Class I-C Employees Regular Operators	0.60	3.000	1.800	1.800		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00				\$	\$
	Class I-B Employees All Others	0.40					
043	Class I-C Employees Regular Operators	0.60	1.000	0.600	0.600		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					

Definitions: Class I – Employees PAGE 14 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.



\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THRE	E	LOCATI	ONS WHERE Y	OU CONDUC	T GARAGE OPE	RATIONS	
Location		<u> </u>	<u> </u>	Addr			
No.					ocation as Location	n No. 1)	
044	324 FOURTH AVE, T						
045	87 ONTARIO ST, NO						
046	3306-3310 W 75TH, L	.ANDOVE			DDEMILIMO		
ITEM FOUR	Classes of Operators	Rating	Number		- PREMIUMS Total	Liability	Personal Injury
	•	Factor	of Persons	Rating Units	Rating Units	Premium	Protection Premium
	Class I-A Employees Principals	1.00				\$	\$
	Class I-B Employees All Others	0.40					
044	Class I-C Employees Regular Operators	0.60	2.000	1.200	1.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00			1.200	\$	\$
	Class I-B Employees All Others	0.40					
045	Class I-C Employees Regular Operators	0.60	2.000	1.200			
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00				\$ INCL	\$ INCL
	Class I-B Employees All Others	0.40					
046	Class I-C Employees Regular Operators	0.60			INCL		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					
			TOTAL P	REMIUM	CONT.	\$ CONT	\$CONT.

Definitions: Class I – Employees PAGE 15 OF

- A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".
- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".
- NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
  - 2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.



\*POLICY NUMBER ACP GPA 30 3 7247293

ITEM THR	EE	LOCAT	ONS WHERE Y		T GARAGE OPE	RATIONS	
Location				Addr			
No.				ain business lo	cation as Location	n No. 1)	
047	8125 WATTSBURG F						
048	985 GLENDALE AVE						
049	4610 VANDENBERG	DR, NOR					
ITEM FOU				OVERAGES -			
	Classes of Operators	Rating Factor	Number of Persons	Rating Units	Total Rating Units	Liability Premium	Personal Injury Protection Premium
	Class I-A Employees Principals	1.00				\$	
	Class I-B Employees All Others	0.40	8.000	3.200			
047	Class I-C Employees Regular Operators	0.60			3.200		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00			0.800	\$	
	Class I-B Employees All Others	0.40	2.000	0.800			
048	Class I-C Employees Regular Operators	0.60					
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 or over	0.50					
	Class I-A Employees Principals	1.00				\$	
	Class I-B Employees All Others	0.40	2.00	0.800			
049	Class I-C Employees Regular Operators	0.60			0.800		
	Class II-Non-Employees Under Age 25	1.15					
	Class II-Non-Employees Age 25 and over	0.50					

Definitions: Class I – Employees PAGE 160

A. Dealership principals, partners, proprietors, and officers active in the "auto dealer operations," or any employee who is furnished a covered "auto".

- B. All Others -- All other employees including parts managers, finance managers and internet sales managers provided they are not furnished a covered "auto".
- C. Regular Operators--Salespersons, general managers, parts drivers, tow truck drivers, and shuttle drivers; who are not furnished a covered "auto".

NOTE: 1. Part-time employees working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.

2. Part-time employees working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

Class II – Non-employees -- Any of the following person who are regularly furnished with a covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND P	PREMIUMS	
LOCATION No.	Coverages		Limit of Liability For Each Location			Premium For Each Location
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBL	E FOR EACH COVERED "AUTO"	\$
001	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE EVENT.	FOR ALL "LOSS" IN ANY ONE	\$
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBL	E FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$ 600,000	MINUS	\$ 5,000 DEDUCTIBL	E FOR EACH COVERED "AUTO"	\$
002	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE EVENT.	FOR ALL "LOSS" IN ANY ONE	\$
	Collision	\$ 600,000	MINUS	\$ 5,000 DEDUCTIBL	E FOR EACH COVERED "AUTO"	\$
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBL	E FOR EACH COVERED "AUTO"	\$
003	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE EVENT.	FOR ALL "LOSS" IN ANY ONE	\$
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBL	E FOR EACH COVERED "AUTO"	\$
					TOTAL PREMIUM	\$

PAGE 1 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		GA	RAGEKEEP	ERS COVERAGES AND PREMIU	IMS	
LOCATION No.	Coverages		Limit of Liability For Each Location			Premium For Each Location
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR E	EACH COVERED "AUTO"	
004	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALEVENT.	LL "LOSS" IN ANY ONE	
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR E	EACH COVERED "AUTO"	
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR E	EACH COVERED "AUTO"	
005	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALEVENT.	LL "LOSS" IN ANY ONE	
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR E	EACH COVERED "AUTO"	
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR E	EACH COVERED "AUTO"	
006	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALEVENT.	LL "LOSS" IN ANY ONE	
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR E	EACH COVERED "AUTO"	
					TOTAL PREMIUM	

PAGE 2 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES A	ND PREMIUMS	
LOCATION No.	Coverages		Limit of Liability For Each Location			Premium For Each Location
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUC	CTIBLE FOR EACH COVERED "AUTO"	
800	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTI EVENT.	IBLE FOR ALL "LOSS" IN ANY ONE	
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUC	CTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUC	CTIBLE FOR EACH COVERED "AUTO"	
009	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTI EVENT.	IBLE FOR ALL "LOSS" IN ANY ONE	
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUC	CTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 600,000	MINUS	\$ 5,000 DEDUC	CTIBLE FOR EACH COVERED "AUTO"	
010	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTI EVENT.	IBLE FOR ALL "LOSS" IN ANY ONE	
	Collision	\$ 600,000	MINUS	\$ 5,000 DEDUC	CTIBLE FOR EACH COVERED "AUTO"	
					TOTAL PREMIUM	

PAGE 3 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

Ш	EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
	"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
	covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS	
LOCATION No.	Coverages		Limit of Liability For Each Location		
	Comprehensive	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
011	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
012	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
013	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
				TOTAL PREMIUM	

PAGE 4 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

Ш	EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
	"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
	covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS		
LOCATION No.	Coverages		Limit of Liability For Each Location			
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
014	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.		
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
015	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.		
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
016	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.		
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
				TOTAL PREMIUM		

PAGE 5 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS			
LOCATION No.	Coverages		Limit of Liability For Each Location				
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
017	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.			
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
018	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.			
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
019	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.			
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
				TOTAL PREMIUM			

PAGE 6 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE	GARAGEKEEPERS COVERAGES AND PREMIUMS						
LOCATION No.	Coverages		Limit of Liability For Each Location				
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
020	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.			
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
	Comprehensive	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
021	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.			
	Collision	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
022	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.			
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
				TOTAL PREMIUM			

PAGE 7 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

Ш	EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
	"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
	covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE	GARAGEKEEPERS COVERAGES AND PREMIUMS						
LOCATION No.	Coverages		Limit of Liability For Each Location				
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
023	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.			
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
024	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.			
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
	Comprehensive	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
025	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.			
	Collision	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"			
				TOTAL PREMIUM			

PAGE 8 OF16

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

Ш	EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
	"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
	covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS		
LOCATION No.	Coverages		Limit of Liability For Each Location			
	Comprehensive	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
026	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.		
	Collision	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
027	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.		
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
028	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.		
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
				TOTAL PREMIUM		

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

Ш	EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
	"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
	covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE		G	ARAGEKEEP	ERS COVERAGES AND PREMIUMS		
LOCATION No.	Coverages		Limit of Liability For Each Location			
	Comprehensive	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
029	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.		
	Collision	\$ 450,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
030	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.		
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
032	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.		
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
				TOTAL PREMIUM		

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by "

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE	GARAGEKEEPERS COVERAGES AND PREMIUMS					
LOCATION No.	Coverages		Limit of Liability For Each Location			
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCT	TIBLE FOR EACH COVERED "AUTO"	
033	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIB EVENT.	BLE FOR ALL "LOSS" IN ANY ONE	
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUC	TIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 300,000	MINUS	\$ 5,000 DEDUCT	TIBLE FOR EACH COVERED "AUTO"	
034	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIB EVENT.	BLE FOR ALL "LOSS" IN ANY ONE	
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUC	TIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCT	TIBLE FOR EACH COVERED "AUTO"	
035	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIB EVENT.	BLE FOR ALL "LOSS" IN ANY ONE	
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCT	TIBLE FOR EACH COVERED "AUTO"	
					TOTAL PREMIUM	

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE	GARAGEKEEPERS COVERAGES AND PREMIUMS					
LOCATION No.	Coverages		Limit of Liability For Each Location			Premium For Each Location
	Comprehensive	\$ 1,200,000	MINUS	\$ 5,000 DEDUCTIBLE	FOR EACH COVERED "AUTO"	
036	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR EVENT.	OR ALL "LOSS" IN ANY ONE	
	Collision	\$ 1,200,000	MINUS	\$ 5,000 DEDUCTIBLE	FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 300,000	MINUS	\$5,000 DEDUCTIBLE	FOR EACH COVERED "AUTO"	
038	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR EVENT.	OR ALL "LOSS" IN ANY ONE	
	Collision	\$ 300,000	MINUS	\$ 5,000 DEDUCTIBLE	FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE	FOR EACH COVERED "AUTO"	
039	Specified Causes of Loss	SUBJECT TO	\$ 25,000	25,000 MAXIMUM DEDUCTIBLE FOR ALL "LOSS" II EVENT.		
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE	FOR EACH COVERED "AUTO"	
					TOTAL PREMIUM	

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE	GARAGEKEEPERS COVERAGES AND PREMIUMS				
LOCATION No.	Coverages		nit of Liability For Each Location Premium For Each Location		
	Comprehensive	\$ 600,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
040	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 600,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 180,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
041	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 180,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$ 600,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
042	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	
	Collision	\$ 600,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	
				TOTAL PREMIUM	

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE	GARAGEKEEPERS COVERAGES AND PREMIUMS					
LOCATION No.	Coverages		nit of Liability For Each Location Premium For Each Location			
	Comprehensive	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
043	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.		
	Collision	\$ 120,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
044	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.		
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
Specified Causes of Loss SUBJECT TO \$ 25,000 MAXIMUM DEDUCTIBLE EVENT.		MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.				
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"		
				TOTAL PREMIUM		

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by "

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE	GARAGEKEEPERS COVERAGES AND PREMIUMS						
LOCATION No.	Coverages		Limit of Liability For Each Location				
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$		
046	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$		
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$		
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$		
047	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$		
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$		
	Comprehensive	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$		
048	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.	\$		
	Collision	\$ 225,000	MINUS	\$ 5,000 DEDUCTIBLE FOR EACH COVERED "AUTO"	\$		
				TOTAL PREMIUM	\$		

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by "

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.



\* POLICY NUMBER ACP GPA 30 3 7247293

ITEM FIVE	GARAGEKEEPERS COVERAGES AND PREMIUMS						
LOCATION No.	Coverages	Limit of Liability For Each Location			Premium For Each Location		
	Comprehensive	\$ 225,000	MINUS	\$ 5,000	DEDU	CTIBLE FOR EACH COVERED "AUTO"	
049	Specified Causes of Loss	SUBJECT TO	\$ 25,000	MAXIMUM I EVENT.	IMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE NT.		
	Collision	\$ 225,000	MINUS	\$ 5,000	DEDU	CTIBLE FOR EACH COVERED "AUTO"	
	Comprehensive	\$	MINUS	\$ DEDUCTIBLE FOR EACH COVERED "AUTO"			
	Specified Causes of Loss	SUBJECT TO	\$	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.			
	Collision	\$	MINUS	\$ DEDUCTIBLE FOR EACH COVERED "AUTO"			
	Comprehensive	\$	MINUS	\$	DEDU	CTIBLE FOR EACH COVERED "AUTO"	
	Specified Causes of Loss	SUBJECT TO	\$	MAXIMUM DEDUCTIBLE FOR ALL "LOSS" IN ANY ONE EVENT.			
	Collision	\$	MINUS	\$	DEDU	CTIBLE FOR EACH COVERED "AUTO"	
						TOTAL PREMIUM	

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GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " x

#### **DIRECT COVERAGE OPTIONS**

EXCESS INSURANCE. If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other
"insured's" legal liability for "loss" to a covered "auto" and is excess over any other collectible insurance regardless of whether the other insurance
covers your or any other "insured's" interest or the interest of the covered "auto's" owner.

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 1	Locations and Operations Medical Payments Premium equals 1.07 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVERY OF AUTOS - NON-FRANCHISED DEALER ONLY							
Number of Driver Trips	Rate	Premium					
51-200 miles		\$					
Over 200 miles		\$					
		\$					

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS	COVERAGE – PREMIU	JMS	
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists	1	112.946	
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 2	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles \$			
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS C	OVERAGE – PREMIL	JMS	
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists	6	9.215	
Underinsured Motorists	6	4.437	
Uninsured Motorists Physical Damage	6	4.750	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 3	Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles \$			
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS	COVERAGE – PREMIUM	1S	
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists	1	15.020	
Underinsured Motorists	1	12.113	
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 4	Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles \$			
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 5	Locations and Operations and Auto Medical Payments Premium equals 7.62 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists	1	19.200	
Underinsured Motorists	1	5.195	
Uninsured Motorists Physical Damage			

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 6	Locations and Operations and Auto Medical Payments Premium equals 7.02 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY	
Number of Driver Trips	Rate	Premium		
51-200 miles		\$		
Over 200 miles \$				
		\$		

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists	8	17.898		
Underinsured Motorists	8	4.427		
Uninsured Motorists Physical Damage	8	4.750		

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals	\$
Payments (Does not apply to bodily injury caused by any auto)	% of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 8	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists	4	9.215		
Underinsured Motorists	4	4.437		
Uninsured Motorists Physical Damage	4	4.750		

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 9	Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 10	Locations and Operations and Auto Medical Payments Premium equals 7.02 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ONI	_Y	
Number of Driver Trips Rate Premium				
51-200 miles		\$		
Over 200 miles \$				
		\$		

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 11	Locations and Operations and Auto Medical Payments Premium equals 6.79 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists	1	27.664		
Underinsured Motorists	1	23.351		
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 12	Locations and Operations Medical Payments Premium equals 1.95 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 13	Locations and Operations and Auto Medical Payments Premium equals 6.25 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS C	OVERAGE – PREMIL	JMS		
	Number of Plates	Rate Per Plate	Pren	nium
Uninsured Motorists	1	33.412		
Underinsured Motorists				
Uninsured Motorists Physical Damage	1	20.549		

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 14	Locations and Operations and Auto Medical Payments Premium equals 6.25 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 15	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
	_	\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals	\$
Payments (Does not apply to bodily injury caused by any auto)	% of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 16	Locations and Operations and Auto Medical Payments Premium equals 7.02 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NO	N-FRANCHISED DEALER ON	Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical Payments (Does not apply to bodily injury	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	\$
caused by any auto) LOC 17 Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ONI	_Y	
Number of Premium Rate Premium				
51-200 miles		\$		
Over 200 miles \$				
		\$		

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 18	Locations and Operations Medical Payments Premium equals 2.85 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists	1	17.186	
Underinsured Motorists	1	26.334	
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 19	Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVERY OF AUTOS - NON-FRANCHISED DEALER ONLY				
Number of Driver Trips	Rate	Premium		
51-200 miles		\$		
Over 200 miles \$				
\$				

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 20	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals	\$
Payments (Does not apply to bodily injury caused by any auto)	% of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 21	Locations and Operations and Auto Medical Payments Premium equals 7.62 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		_
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals	\$
Payments (Does not apply to bodily injury caused by any auto)	% of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 22	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 23	Locations and Operations and Auto Medical Payments Premium equals 7.02 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NO	N-FRANCHISED DEALER ON	Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 24	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NO	N-FRANCHISED DEALER ON	Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals	\$
Payments (Does not apply to bodily injury caused by any auto)	% of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 25	Locations and Operations and Auto Medical Payments Premium equals 6.79 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY	
Number of Driver Trips	Rate	Premium		
51-200 miles		\$		
Over 200 miles \$				
		\$		

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 26	Locations and Operations and Auto Medical Payments Premium equals 6.79 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 27	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists	1	9.215		
Underinsured Motorists	1	4.437		
Uninsured Motorists Physical Damage				

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals	\$
Payments (Does not apply to bodily injury caused by any auto)	% of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 28	Locations and Operations and Auto Medical Payments Premium equals 7.02 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 29	Locations and Operations and Auto Medical Payments Premium equals 6.79 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical Payments (Does not apply to bodily injury	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	\$
caused by any auto) LOC 30	2.32 % of the Clability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ONI	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 31	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 32	Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 33	Locations and Operations Medical Payments Premium equals 2.85 % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ONI	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 34	Locations and Operations Medical Payments Premium equals 1.18 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists	3	41.943		
Underinsured Motorists		_	\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium  Legations and Operations Medical Payments Premium equals	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 35	Locations and Operations and Auto Medical Payments Premium equals 6.57 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NO	N-FRANCHISED DEALER ON	Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 36	Locations and Operations and Auto Medical Payments Premium equals 7.62 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ONI	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals	\$
Payments (Does not apply to bodily injury caused by any auto)	% of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 37	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals	\$
Payments (Does not apply to bodily injury caused by any auto)	% of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 38	Locations and Operations and Auto Medical Payments Premium equals 6.25 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NO	N-FRANCHISED DEALER ON	Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals	\$
Payments (Does not apply to bodily injury caused by any auto)	% of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 39	Locations and Operations and Auto Medical Payments Premium equals 6.79 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 40	Locations and Operations and Auto Medical Payments Premium equals 7.62 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 41	Locations and Operations and Auto Medical Payments Premium equals 7.02 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 42	Locations and Operations and Auto Medical Payments Premium equals 6.25 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NO	N-FRANCHISED DEALER ON	Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 43	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 44	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 45	Locations and Operations and Auto Medical Payments Premium equals 7.63 % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 46	Locations and Operations Medical Payments Premium equals 1.18 % of the Liability Premium	\$ INCL.
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ONI	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS				
	Number of Plates	Rate Per Plate	Premium	
Uninsured Motorists			\$	
Underinsured Motorists			\$	
Uninsured Motorists Physical Damage			\$	

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto) LOC 47	Locations and Operations Medical Payments Premium equals 2.32 % of the Liability Premium	
Locations and Operations and Auto Medical Payments	Locations and Operations and Auto Medical Payments Premium equals % of the Liability Premium	\$

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only Locations and Operations Medical	Auto Medical Payments Premium equals % of the Liability Premium  Locations and Operations Medical Payments Premium equals	\$
Payments (Does not apply to bodily injury caused by any auto)	% of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 48	Locations and Operations and Auto Medical Payments Premium equals 5.12 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	_Y
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

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### Auto Dealers Policy Declarations AUTO DEALERS' SUPPLEMENTARY SCHEDULE

ITEM EIGHT MEDICAL PAYMENTS COVERAGE.		
Coverage	Premium Determination	Premium
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Locations and Operations Medical Payments Premium equals % of the Liability Premium	\$
Locations and Operations and Auto Medical Payments LOC 48	Locations and Operations and Auto Medical Payments Premium equals 5.12 % of the Liability Premium	

ITEM NINE LIABILITY PREMIUM FOR PICK UP AND DELIVE	RY OF AUTOS - NON	I-FRANCHISED DEALER ON	LY
Number of Driver Trips	Rate	Premium	
51-200 miles		\$	
Over 200 miles		\$	
		\$	

ITEM TEN UNINSURED/UNDERINSURED MOTORISTS COVERAGE – PREMIUMS			
	Number of Plates	Rate Per Plate	Premium
Uninsured Motorists			\$
Underinsured Motorists			\$
Uninsured Motorists Physical Damage			\$

#### FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION

12614	(1105)	Special Continuation Provision
13614	(1185)	Special Continuation Provision
13803SC	(0708)	Schedule of Surcharges and Assessments
AC0436	(0910)	Amendment of Definition of Pollutants
AC2041	(0316)	Additional Insured – Primary and Non-
A C 2 1 0 7	(1001)	Contributory Endorsement
AC2107	(1001)	Ohio Underinsured Motorists Coverage – Bodily Injury
AC2111A	(0109)	Georgia Uninsured Motorists Coverage – Reduced By At-
A CO112NAD	(0206)	Fault Limits
AC2113MD	(0306)	Maryland Uninsured Motorists Coverage
AC2131	(0703)	Michigan Uninsured Motorists Coverage
AC2133	(1001)	Ohio Uninsured Motorists Coverage – Bodily Injury
AC2144A	(1115)	Indiana Uninsured Motorists Coverage BI/PD
AC2179	(0310)	Kentucky Underinsured Motorists Coverage
AC2192a	(0712)	Pennsylvania Uninsured Motorists Coverage – Non-
	(0-1-)	Stacked
AC2193a	(0712)	Pennsylvania Underinsured Motorists Coverage - Non-
		Stacked
AC2219	(0213)	Maryland Personal Injury Protection
AC2220	(0418)	Michigan Personal Injury Protection
AC3116	(1115)	Indiana Underinsured Motorists Coverage
AC3117	(1001)	Ohio Uninsured Motorists Coverage – Property Damage
AC7000	(0316)	Auto Medical Payments Amendment
AD2564	(0316)	Acts, Errors and Omissions Coverages
AD3501	(0316)	Dealers Extension Endorsement
AD3506	(0316)	Blanket Garagekeepers, Physical Damage Coverage
AD3513	(0316)	Dealers Replacement or Repairs
AD3514	(0316)	Broad Form Products/Work Performed
AD3522	(0316)	Blank Endorsement Form
CA0025	(1013)	Auto Dealers Coverage Form
CA0101	(1013)	Maryland Changes – Auto Dealers Coverage Form
CA0104	(0115)	Illinois Changes – Auto Dealers Coverage Form
CA0110	(0916)	Michigan Changes
CA0113	(1013)	Colorado Changes
CA0119	(1013)	Indiana Changes
CA0145	(1013)	Ohio Changes – Auto Dealers Coverage Form
CA0157	(0616)	Pennsylvania Changes – Auto Dealers Coverage Form
CA0163	(1013)	Georgia Changes – Auto Dealers Coverage Form
CA0164	(1013)	Kentucky Changes – Auto Dealers Coverage Form
CA0175	(1013)	Arizona Changes
CA0192	(1013)	Nevada Changes – Auto Dealers Coverage Form
CA0197	(1013)	Texas Changes – Auto Dealers Coverage Form
CA0215	(1013)	Maryland Cancellation Changes

CA0217	(1013)	Michigan Changes – Cancellation and Nonrenewal
CA0243	(1113)	Texas Changes – Cancellation and Nonrenewal
CA0270	(0118)	Illinois Changes – Cancellation and Nonrenewal
CA0301	(1013)	Deductible Liability Coverage
CA0440	(1013)	Colorado Auto Medical Payments Coverage
CA0444	(1013)	Waiver of Transfer of Rights
CA2001P(2)	(1013)	Lessor – Additional Insured and Loss Payee
CA2109	(1013)	Texas Uninsured/Underinsured Motorists Coverage
CA2126	(1013)	Colorado Uninsured Motorists Coverage – Property
		Damage
CA2127	(1013)	Nevada Uninsured Motorists Coverage
CA2130	(0115)	Illinois Uninsured Motorists Coverage
CA2138	(1013)	Illinois Underinsured Motorists Coverage
CA2139	(1013)	Arizona Uninsured Motorists Coverage
CA2140	(1013)	Arizona Underinsured Motorists Coverage
CA2150	(0717)	Colorado Uninsured Motorists Coverage
CA2153	(1013)	Illinois Uninsured Motorists Coverage – Property Damage
CA2176	(1013)	Kentucky Uninsured Motorists Coverage
CA2216	(1013)	Kentucky Personal Injury Protection
CA2221	(0394)	Coordination of PIP
CA2224	(1013)	Michigan Property Protection Coverage
CA2237	(1013)	Pennsylvania Basic First Party Benefit
CA2264	(1013)	Texas Personal Injury Protection Endorsement
CA2384	(1013)	Terrorism Exclusion
CA9903	(1013)	Auto Medical Payments Coverage
CA9910	(1013)	Drive Other Car Coverage
CA9944	(1013)	Loss Payable Clause
IL0017	(1198)	Common Policy Conditions
IL0021	(0702)	Nuclear Energy Liability Exclusion
IL0021	(0908)	Nuclear Energy Liability Exclusion
IL0110	(0907)	Nevada Changes – Concealment, Misrepresentation or
		Fraud
IL0115	(0110)	Nevada Changes – Domestic Partnership
IL0147	(0911)	Illinois Changes – Civil Union
IL0156	(1117)	Indiana Changes – Concealment, Misrepresentation or
H 04.50	(0000)	Fraud
IL0158	(0300)	Indiana Changes
IL0162	(1013)	Illinois Changes – Defense Costs
IL0169	(0907)	Colorado Changes – Concealment, Misrepresentation or
н озза	(0007)	Fraud
IL0228	(0907)	Colorado Changes – Cancellation and Nonrenewal
IL0244	(0907)	Ohio Changes – Cancellation and Nonrenewal
IL0246	(0907)	Pennsylvania Changes – Cancellation and Nonrenewal
IL0251	(0907)	Nevada Changes – Cancellation and Nonrenewal
IL0262	(0907)	Georgia Changes – Cancellation and Nonrenewal
IL0272	(0907)	Indiana Changes – Cancellation and Nonrenewal
IL7002 (2)	(0911)	Advance Notice of Cancellation

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IN5187	(1204)	IL Coml Auto Policy Notice Hired & Non-Owned Auto
IN5207	(0407)	Changes in Pennsylvania Uninsured and Underinsured
		Motorists Coverage - Arbitration
IN5278	(1213)	Important Notice Fair Credit Reporting Act
IN5279	(0214)	Maryland Important Notice Regarding PIP and Premium
		Increase Coverage
IN7378	(0506)	Important Notice - Michigan
PA0209	(1013)	Ohio Changes – Cancellation and Nonrenewal
PA0216	(1013)	Maryland Changes – Cancellation and Nonrenewal
SP0002	(0916)	Signature Page (AMCO)

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# GARAGE DECLARATIONS

#### SCHEDULE OF ASSESSMENTS AND SURCHARGES

SURCHARGE NAME		AMOUNT
IPS KY STATE SURCHARGE		\$ 43.98
TOTAL CITY TAXES		\$ 87.85
TOTAL COUNTY TAXES		\$ 0.00
COLLECTION FEE		\$ 13.18
		\$
		\$
		\$
		\$
		\$
T	ΓΟΤΑL	\$ 145.01

COMMERCIAL AUTO AC 20 41 03 16

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Name of Person(s) or Organization(s):
P.J.K. FOOD SERVICE LLC DBA KEANY PRODUCE & GOURMET

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. Who Is An Insured for COVERED AUTOS LIABILITY COVERAGE is amended to include as an "insured" for Covered Autos Liability Coverage:

Each person or organization shown in the Schedule, but only to the extent that person or organization qualifies as an "insured". The "accident" must arise out of ongoing operations performed for the Named Insured.

#### B. Changes in CONDITIONS

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the person or organization named in the Schedule under your policy provided that:

- (1) The person or organization is a Named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to them.

**COMMERCIAL AUTO** AD 25 64 03 16

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGES**

This endorsement modifies insurance provided under the following:

#### AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### SCHEDULE

Limits of Insurance			Each Claim Deductible	
\$500,000	Each Occurrence	\$1,000,000	Aggregate	\$10,000

#### A. Coverage

SECTION III - ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGES, Paragraph A is removed in its entirety and replaced with the following Coverage(s) that have been selected with the checkbox below:



#### 1. Title Errors and Omissions Liability Coverage

We will pay all sums an "insured" legally must pay as "damages" in connection with the sale or lease of an "auto" in the course of your "auto dealer operations", during the policy period shown on the Declarations, arising from any claim or suit resulting from any error or omission committed in the coverage territory by an "insured" in "title paper preparation".

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "acts, errors or omissions" to which this insurance does not apply. We may investigate and settle any claim or "suit" we consider appropriate. But:

- a. The amount we will pay for damages is limited as described in Paragraph E. Limits of Insurance And Deductible: and
- b. Our duty to defend or settle ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or performs acts or services are covered unless explicitly provided for under Paragraph D. Supplementary Payments.



#### 2. Odometer and Prior Damage Disclosure Liability Coverage

We will pay all sums an "insured" legally must pay as "damages" in connection with the sale or lease of an "auto" in the course of your "auto dealer operations", during the policy period shown on the Declarations, committed in the coverage territory, arising out of an "insured's" failure to comply with any local, state, or

federal law or regulation concerning the disclosure of accurate odometer mileage or "prior damage" to consumers.

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "acts, errors or omissions" to which this insurance does not apply. We may investigate and settle any claim or "suit" we consider appropriate. But:

- a. The amount we will pay for damages is limited as described in **Paragraph E. Limits of Insurance**And Deductible: and
- b. Our duty to defend or settle ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or performs acts or services are covered unless explicitly provided for under **Paragraph D. Supplementary Payments**.



#### 3. Truth in Lending Errors and Omissions Coverage

We will pay all sums an "insured" legally must pay as "damages" in connection with the sale or lease of an "auto" in the course of your "auto dealer operations", during the policy period shown on the Declarations, committed in the coverage territory, arising out of an "insured's" failure to comply with any local, state or federal law or regulation concerning the disclosure of credit or lease terms to consumers, including, but not limited to, the Truth In Lending and Consumer Leasing Acts.

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "acts, errors or omissions" to which this insurance does not apply. We may investigate and settle any claim or "suit" we consider appropriate. But:

- a. The amount we will pay for damages is limited as described in **Paragraph E. Limits of Insurance And Deductible**; and
- b. Our duty to defend or settle ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or performs acts or services are covered unless explicitly provided for under **Paragraph D. Supplementary Payments**.

## 4. Dealers' Insurance Agents' Errors and Omissions Coverage

We will pay all sums an "insured" legally must pay as "damages" in connection with the sale or lease of an "auto" in the course of your "auto dealer operations", during the policy period shown on the Declarations, arising in an "insured's" capacity as an insurance agent or broker in the offering, placement or maintenance of any "auto" physical damage, auto loan/lease gap, credit life or credit disability insurance sold, but only if the "insured" holds a valid insurance agent or broker license at the time the "act, error or omission" is committed, in the jurisdiction in which your "auto dealer operations" is located, if required to do so by such jurisdiction.

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "acts, errors or omissions" to which this insurance does not apply. We may investigate and settle any claim or "suit" we consider appropriate. But:

- a. The amount we will pay for damages is limited as described in **Paragraph E**. **Limits of Insurance And Deductible**; and
- b. Our duty to defend or settle ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

AD 25 64 03 16

No other obligation or liability to pay sums or performs acts or services are covered unless explicitly provided for under **Paragraph D. Supplementary Payments**.

#### B. Other Provisions

The other portions of **SECTION III – ACTS**, **ERRORS OR OMISSIONS LIABILITY COVERAGES** of the Auto Dealers Coverage Form apply to this endorsement, specifically: **B. Exclusions**, **C. Who is An Insured**, **D. Supplementary Payments and E. Limits of Insurance**. In addition, **SECTION IV – CONDITIONS** and **SECTION V – DEFINITIONS** apply to this endorsement. No other sections or paragraphs of sections of the Auto Dealers Coverage Form apply.

#### C. Limits of Insurance

Solely for the purposes of this endorsement, **Subparagraph E.1** of **Limit of Insurance and Deductible** of **SECTION III – ACTS**, **ERRORS OR OMISSIONS LIABILITY COVERAGES**, is deleted and replaced with the following:

- 1. Regardless of the number of:
  - a. "Insureds";
  - b. Claims made or "suits" brought;
  - c. Persons or organizations making claims or bringing "suits";
  - d. "Acts, errors or omissions"; or
  - e. Coverages selected within this endorsement

the most we will pay for all damages arising from the "acts, errors or omissions" committed during the policy period for any one occurrence is shown in the Schedule above. The Aggregate Limit is the most we will pay for all damages because of "acts, errors or omissions" under this coverage.

#### D. Deductible

Solely for the purposes of this endorsement, **Subparagraph E.3** of **Limit of Insurance and Deductible** of **SECTION III – ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGES**, is deleted and replaced with the following:

3. Our obligation to pay damages applies only to the amount of damages in excess of the Each Claim Deductible shown in the Schedule above. The Each Occurrence and Aggregate Limits of Insurance for this coverage will not be reduced by the amount of the Each Claim Deductible.

To settle a claim or "suit", we may pay all or any part of the Each Claim Deductible. If this happens, you must reimburse us for the Each Claim Deductible or that part of the Each Claim Deductible that we paid.

#### E. Additional Definitions

Solely for the purposes of this endorsement, SECTION V – DEFINITIONS is amended to add:

- 1. "Damages" mean compensatory amounts awardable by a court of law or administrative agencies.

  "Damages" do not mean civil penalties, fines, assessments, or demands for injunctive or equitable relief.
- 2. "Acts, errors or omissions" mean any actual or alleged negligent act, error or omission committed by an "insured" in the course of your "auto dealer operations" as defined under items 1., 2., 3., 4. listed under Paragraph A. Coverage above.
- 3. "Prior Damage" means physical damage sustained to the "auto" as a result of an "accident" prior to the date of the sale. "Prior damage" does not include damage resulting from wear and tear or mechanical breakdown other than damage directly related to an "accident" prior to the date of sale.

4. "Title paper preparation" means the preparation of official title papers or Uniform Commercial Code forms for registering an "auto", mobile equipment or watercraft sold by you, including the designation of a lienholder who holds a financial interest in the "auto", mobile equipment or watercraft.

#### F. Additional Condition

You many not abandon an "auto" to us. Our payment of "damages" ends our duty you under this endorsement.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BROAD FORM PRODUCTS/BROAD FORM WORK PERFORMED COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Deductible - \$500 unless another deductible is shown below

**Broad Form Products Deductible: \$** 

**Broad Form Work Performed Deductible: \$** 

Paragraph A. Bodily Injury And Property Damage Liability of SECTION II - GENERAL LIABILITY **COVERAGES** is modified as follows:

- A. Exclusion 2.h. Defective Products is deleted. However, subject to the General Liability Bodily Injury And Property Damage Liability Each "Accident" Limit, the coverage only applies to that amount of "property damage" to your "products" that exceeds the deductible shown in the Schedule above for any one "accident".
- B. Exclusion 2.i. Work You Performed is deleted. However, subject to the General Liability Bodily Injury And Property Damage Liability Each "Accident" Limit, the coverage only applies to that amount of "property damage" to your "work performed" that exceeds the deductible shown in the Schedule above for any one "accident".

#### LOSS PAYABLE SCHEDULE

XTRA LEASE LLC 2150 NORTHBRIDGE AVE BALTIMORE, MD 21226-9319

MERCEDES BENZ FINANCIAL SERVICES LLC PO BOX 279319 **SACRAMENTO, CA 95827-9319** 

PREMIER TRAILER LEASING INC 751 FRANKFURST AVE BALTIMORE, MD 21226-1018

XTRA LEASE LLC 6943 RECOVERY RD LOUISVILLE, KY 40214-4539

REDLINE TOWING INC / REDLINE LEASING CORP. 347 MAIN ST DICKSON CITY, PA 18519

PACCAR LEASING COMPANY & PALMER LEASING, LLC 65 PARTNERSHIP WAY CINCINNATI, OH 45241

P.J.K. FOOD SERVICE, LLC DBA KEANY PRODUCE & GOURMET 3306-3310 75TH AVE LANDOVER, MD 20785

#### NAMED INSURED SCHEDULE

AIM LEASING COMPANY - DBA AIM NATIONALEASE FLEMING LEASING I 45 CHERRY HILL COURT 45 CHERRY HILL COURT II FLEMING LEASING LLC AIM LEASING CO – DBA AIM TRANSPORTATION SOLUTIONS

### UNINSURED AND UNDERINSURED LIMIT SCHEDULE

State	UM/UIM Limit of Insurance
AZ	\$ 35,000
CO	\$ 50,000
GA	\$ 75,000
IL	\$ 50,000
IN	\$ 50,000
KY	\$ 60,000
MD	\$ 75,000
MI	\$ 40,000
NC	\$ 85,000
ОН	\$ 50,000
PA	\$ 35,000
TX	\$ 85,000

**COMMERCIAL AUTO** AD 35 22 03 16

RE: CA2001P

IT IS UNDERSTOOD AND AGREED THAT NATIONALEASE AND ALL ITS MEMBERS-OWNERS, 2651 WARRENVILLE RD, DOWNERS GROVE, IL 60515 ARE NAMED ADDITIONAL INSURED'S AND LOSS PAYEE'S FOR ANY AUTOS INCLUDING ALL OWNED, RENTED, LEASED, EXTRAS, OR SUBSTITUTES, AS THEIR INTEREST MAY APPEAR IN THE ABOVE POLICY.

**COMMERCIAL AUTO** AD 35 22 03 16

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### LEASED AUTO EXCLUSION AMENDMENT

This endorsement modifies insurance provided under the following.

#### AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The Leased Auto exclusion of the Coverage Form is deleted and replaced with the following.

#### **Leased Autos**

Any covered "auto" while leased or rented to others. But this exclusion does not apply to:

- 1) A covered "auto" you rent to one of your customers while their "auto" is left with you for service or repair;
- 2) Any "loss" resulting from or caused by "work you performed" on a leased "auto";
- 3) You or your "employee" or "temporary worker" while a leased or rented "auto" is in your custody for service, repair, pickup or delivery in the course of your business; or
- 4) Claims for negligent entrustment of an "auto".

POLICY NUMBER:

COMMERCIAL AUTO CA 03 01 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DEDUCTIBLE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Covered Autos Liability Coverage and Paragraph  $\bf A$ . Bodily Injury And Property Damage Liability of Section  $\bf II$  – General Liability Coverages in the Auto Dealers Coverage Form are subject to one of the following two deductibles shown below:

Liability Deductible:	\$ 25,000	Per "Accident"			
	OR				
"Property Damage" Only Liability Deductible: \$ Per "Accident"					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

#### A. Liability Deductible

If a Liability Deductible, and not a "Property Damage" Only Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

#### B. Property Damage Only Liability Deductible

If a "Property Damage" Only Liability Deductible, and not a Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable for "property damage" will be reduced by the "Property Damage" Only Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

#### C. Our Right To Reimbursement

To settle any claim or "suit", we may pay all or any part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

POLICY NUMBER:

COMMERCIAL AUTO CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

#### Name(s) Of Person(s) Or Organization(s):

GALLO EQUIPMENT CO 11835 S AVENUE O CHICAGO, IL 60617-7390

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

#### SCHEDULE

Insurance Company: AMCO

Policy Number: ACP GPA 30 2 7247293

Expiration Date: 08/01/2019

Named Insured: AIM LEASING COMPANY

Address: 1500 TRUMBULL AVE, GIRARD

Additional Insured (Lessor): NATIONALEASE AND ALL ITS MEMBERS-OWNERS

Address: 2651 WARRENVILLE RD, DOWNERS GROVE IL 60515

Designation Or Description Of "Leased Autos": SEE AD3522 BLANK ENDORSEMENT

Coverages	Limit Of Insurance		
Liability	\$ 1,000,000 Each "Accident"		
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 100,000 Deductible For Each Covered "Leased Auto"		
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus  \$ Deductible For Each Covered "Leased Auto"		
Specified Causes Of Loss  Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus  Deductible For Each Covered "Leased Auto"			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

#### A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For a "leased auto" designated or described in the Schedule, Who Is An Insured is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- 3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

#### B. Loss Payable Clause

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
  - 2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
  - If we make any payment to the lessor, we will obtain his or her rights against any other party.

#### C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the policy, we will mail notice to the lessor.
- **3.** Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

#### E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

All terms and conditions of this policy apply unless modified by this endorsement.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

#### SCHEDULE

Insurance Company: AMCO

Policy Number: ACP GPA 30 2 7247293

Expiration Date: 08/01/2019

Named Insured: AIM LEASING COMPANY

Address: 1500 TRUMBULL AVE, GIRARD OH 44420-3453

Additional Insured (Lessor): WORLDWIDE EQUIPMENT LEASING INC & PACCAR LEASING &VFS

Address: & ASSIGNS. 1677 JAGGIE FOX WAY, LEXINGTON KY 40511-1084

Designation Or Description Of "Leased Autos": POLICY IN GENERAL

Coverages	Limit Of Insurance		
Liability	\$ 1,000,000 Each "Accident"		
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 100,000 Deductible For Each Covered "Leased Auto"		
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ N/A Deductible For Each Covered "Leased Auto"		
Specified Causes Of Loss  Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus  Deductible For Each Covered "Leased Auto"			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

#### A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For a "leased auto" designated or described in the Schedule, Who Is An Insured is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- 3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

#### B. Loss Payable Clause

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
  - 2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
  - If we make any payment to the lessor, we will obtain his or her rights against any other party.

#### C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the policy, we will mail notice to the lessor.
- **3.** Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

#### E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL AUTO CA 99 10 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DRIVE OTHER CAR COVERAGE – BROADENED COVERAGE FOR NAMED INDIVIDUALS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

NAME OF INDIVIDUAL			
MIKE CHOPP			
TOM FLEMING			
GEOFF FLEMING			
RICHARD LAMPING			
SCOTT FLEMING			

COVERAGE	LIMIT	DEDUCTIBLE	PREMIUM (total for all individuals)
LIABILITY	1,000,000		
MEDICAL PAYMENTS	5,000		
UNINSURED MOTORISTS	500,000		
UNDERINSURED MOTORISTS	500,000		
COMPREHENSIVE		100	
COLLISION		250	
TOTAL			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

**Note:** When Uninsured Motorists Coverage is provided at limits higher than the basic limits required by a financial responsibility law, Underinsured Motorists Coverage is included, unless otherwise noted. If Underinsured Motorists Coverage is provided as a separate coverage, make appropriate entry in the Schedule above.

**A.** This endorsement changes only those coverages where a premium is shown in the Schedule.

#### B. Changes In Covered Autos Liability Coverage

- Any "auto" you don't own, hire or borrow is a covered "auto" while being used by any individual named in the Schedule or by his or her spouse while a resident of the same household except:
  - **a.** Any "auto" owned by that individual or by any member of his or her household.
  - b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

#### 2. The following is added to Who Is An Insured:

Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

#### C. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured:** 

Any individual named in the Schedule and his or her "family members" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

#### D. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:

- 1. Any "auto" owned by that individual or by any member of his or her household.
- 2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

#### E. Additional Definition

As used in this endorsement:

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

IL 70 02 09 11

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MERCANTILE UMBRELLA LIABILITY POLICY

#### **SCHEDULE**

Person(s) or Organization(s) VASCOR TRANSPORT LTD	Address 118 TRIPORT CIR, GEORGETOWN KY 40324-9619	
P.J.K. FOOD SERVICE, LLC DBA KEANY PRODUCE &	3306-3310 75TH AVE, LANDOVER, MD 20785	
GOURMET		
CAPITAL REPAIR & MAINTENANCE LLC	333 45TH AVE, MUNSTER, IN 46321-5802	

Number of Days Notice30
-------------------------

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

#### BUSINESS AUTO **DECLARATIONS**

33739

DEPOSITORS INSURANCE COMPANY 1100 LOCUST ST DEPT 1100 DES MOINES, IA 50391-2000

43

**Amended Declarations** 

10/22/2018

Policy Number: ACP BAPD 3037247293

Item One

Policy Period From 08/01/2018 To 08/01/2019 12:01 AM Standard Time at the mailing address below

Named Insured: AIM LEASING COMPANY

**DBA AIM NATIONALEASE** 

Mailing Address: 1500 TRUMBULL AVE

**GIRARD, OH 44420-3453** 

Agency Name: **COTTINGHAM & BUTLER INSURANCE** 

14 33739-011 004 (800)793-5235

Agency Address: **DUBUQUE IA 52004-0028** 

Form of Business CORPORATION

In return for the payment of the premium, and subject to the terms of this policy, we agree with you to provide the insurance stated in this policy.

Item Two Schedule of Coverages and Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Business Auto or Motor Carrier Coverage Form next to the name of the coverage.

Coverage	Covered Autos	Limit and Deductible - the most we will pay for any one accident or loss	Premium
LIABILITY PERSONAL INJURY PROTECTION UNINSURED MOTORISTS UNDERINSURED MOTORISTS (WHEN NOT INCL IN UNINSURED MOTORISTS)	10	1,000,000	1.00 No Coverage No Coverage No Coverage
COMPREHENSIVE COLLISION		Actual Cash Value or Cost of Repair Minus the Deductible in Item Three or Item Four	No Coverage No Coverage
OTHER COVERAGES		See Schedule	

Estimated Basic Premium

Estimated Assessments and Surcharges

Estimated Total Premium

Estimated Total Commission:

\$ \$ \$

33739

#### CHANGE OF DECLARATIONS ENDORSEMENT - PLEASE READ CAREFULLY

DEPOSITORS INSURANCE COMPANY

	DES MC	DINES, IA 50391-2000
Policy Number: ACP BAPD 3037247293		
Policy Effective From 08/01/2018 To 08/01/2019 12:01 A.M. Standard Time		
Transaction Effective 10/22/2018 12:01 A.M. Standard Time		
Named AIM LEASING COMPANY Insured: DBA AIM NATIONALEASE		
Mailing 1500 TRUMBULL AVE Address:		remium \$
GIRARD, OH 44420-3453		
Agency: COTTINGHAM & BUTLER INSURANCE 14 33739-011 004 PO BOX 28 43	Total:	\$
(800)793-5235 DUBUQUE IA 52004-0028	COMMSN COM S	
CHANGED POLICY GENERAL	15	Premium 0.00
COMMISSION PERCENT COMMISSION ADJUSTMENT \$0.00		
ADDED FORM	16	\$ 0.00
CA2001P (10/13) LESSOR - ADDITIONAL INSURED AND LO COMMISSION PERCENT COMMISSION ADJUSTMENT 00.00 \$0.00	SS PAYEE	
ADDED FORM IL7002 (09/11) ADVANCE NOTICE OF CANCELLATION, NON F COMMISSION PERCENT COMMISSION ADJUSTMENT 00.00 \$0.00	17 RENEWAL OR	\$ 0.00
** THIS IS NOT A BILL - SEE YOUR BILLING STATEME	ENT. **	

PH AMEND 1 (01-97) 00

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM **BUSINESS AUTO COVERAGE FORM** MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Effective Date:
A

Coverages	Limit Of Insurance	
Covered Autos Liability	\$ Each "Accident"	
	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus	
Comprehensive	\$ Deductible For Each Covered "Leased Auto"	
Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus		
Collision	\$ Deductible For Each Covered "Leased Auto"	
Specified Causes Of Loss  Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

CA 20 01P 10 13

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Page 1 of 2

43 0009532

ACP BAPD30-3-7247293 LUKF 18303 AGENT COPY CA2001101300 0125

#### A. Coverage

- 1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For a "leased auto" designated or described in the Schedule, the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

  - **b.** Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- **3.** The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

#### B. Loss Pavable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- 2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

#### C. Cancellation

- 1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- 2. If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

#### E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

IL 70 02 09 11

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MERCANTILE UMBRELLA LIABILITY POLICY

#### **SCHEDULE**

Person(s) or Organization(s)	Address
FLEETNET AMERICA	300 COMMERCE DR PO BOX 970 CHERRYVILLE, NC 28021

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

IL 70 02 09 11

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33739

#### CHANGE OF DECLARATIONS ENDORSEMENT - PLEASE READ CAREFULLY

DEPOSITORS INSURANCE COMPANY
DES MOINES, LA 50391-2000

		DES MC	DINES,   A 50391-2000
Policy Number: ACP BAPD 3037247293			
Policy Effective From <b>08/01/2018</b> To <b>08/01/2019</b> 12:01 A.M	. Standard Time		
Transaction Effective 10/24/2018 12:01 A.M	. Standard Time		
Named AIM LEASING COMPANY Insured: DBA AIM NATIONALEASE			
Mailing 1500 TRUMBULL AVE Address:			emium \$
GIRARD, OH 44420-3453			
Agency: COTTINGHAM & BUTLER INSURANCE PO BOX 28	14 33739-011 004 43	Total:	\$
DUBUQUE IA 52004-0028	(800)793-5235	COMMSN COM S	
ADDED FORM		18	Premium
CA2001P (10/13) LESSOR - ADDITIONAL	L INSURED AND LOS	SS PAYEE	
COMMISSION PERCENT COMMISSION ADJUST 00.00 \$0.00	<b>IMENT</b>		
ADDED FORM		19	\$ 0.00
IL7002 (09/11) ADVANCE NOTICE OF	CANCELLATION.NONR		
COMMISSION PERCENT COMMISSION ADJUST			
* * THIS IS NOT A BILL - SEE YOUR PH AMEND 1 (01-97) 00	BILLING STATEME	NT. **	

PH AMEND 1 (01-97) 00

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM **BUSINESS AUTO COVERAGE FORM** MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **SCHEDULE**

Insurance Company:			
Policy Number:	Effective Date:		
Expiration Date:			
Named Insured:			
Address:			
Additional Insured (Lessor): ENTERPRISE HOLDI	NGS INC		
Address: 3900 BROADWAY ST BUFFALO, NY 14227			
Designation Or Description Of "Leased Autos": POLICY IN GENERAL			

Coverages	Limit Of Insurance		
Covered Autos Liability	\$ Each "Accident"		
	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus		
Comprehensive	\$ Deductible For Each Covered "Leased Auto"		
	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus		
Collision	\$ Deductible For Each Covered "Leased Auto"		
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible For Each Covered "Leased Auto"		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

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#### A. Coverage

- 1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For a "leased auto" designated or described in the Schedule, the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

  - **b.** Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- **3.** The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

#### B. Loss Pavable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- 2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

#### C. Cancellation

- 1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- 2. If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

#### E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MERCANTILE UMBRELLA LIABILITY POLICY

#### **SCHEDULE**

Person(s) or Organization(s)	Address
ENTERPRISE HOLDINGS INC	3900 BROADWAY ST BUFFALO, NY 14227

Ν	lumi	ber	of	Days	Notice	

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

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